



RICHARD J. CODEY  
*Acting Governor*

**State of New Jersey**  
DEPARTMENT OF THE TREASURY  
DIVISION OF PURCHASE AND PROPERTY  
PURCHASE BUREAU  
P.O. Box 230  
TRENTON, NJ 08625-0230

JOHN E. MCCORMAC, CPA  
*State Treasurer*

**DATE:** 04/15/05

**TO:** All Potential Bidders

**RE: Plumbing and Heating Equipment and Supplies**  
**RFP #: 2006-X-37146**

**IMPORTANT NOTES:**

- a) New Business Registration Requirements – This is a change from previous requirements. Failure to submit a copy of your Business Registration Certificate (or interim registration) from the Division of Revenue with the Bid Proposal may be cause for rejection of the bid proposal.**
- b) Executive Order 134 Certification and Disclosure Submittal Requirements Revised – In order to simplify the EO 134 compliance process, effective December 22, 2004, submission of EO 134 Certification and Disclosure forms will be required to be submitted following notice of intent to award.**
- c) Set-Asides - Even if you are an incumbent bidder and/or have been previously registered or certified under the former sbe/mbe/wbe program, you will need to be sure that you are registered with the Commerce Commission on the day of bid receipt and opening under the new, small business program to be eligible for award. The telephone number to call to check your status is 609 292-2146.**

Enclosed please find the bid documents for the above referenced solicitation. The price line pages are provided as a separate document that can be accessed by selecting the bullet below the RFP Document bullet. The following are the key dates for the project.

Date	Time	Event
May 11, 2005	5:00PM	End of Question and Answer Period
May 25, 2005	2:00 PM	Bid Submission Due Date

All questions concerning the RFP contents and the bidding process must be directed to: [Joseph.signoretta@treas.state.nj.us](mailto:Joseph.signoretta@treas.state.nj.us)

## **ATTENTION VENDORS**

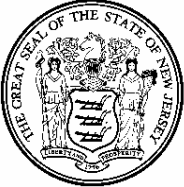
### **Vendor Information and Bidding Opportunities**

The Purchase Bureau maintains a bidders mailing list. You as a vendor may have basic information about your firm added to the bidders mailing list by visiting our website at <http://www.state.nj.us/treasury/purchase/bidmaillist.htm> and submitting a bidders mailing list application online. You may also download the application and instructions and submit the application by mail. Applications submitted online are processed more quickly than mailed applications.

A bidders mailing list application gives you the opportunity to identify yourself as a potential bidder for the types of goods and services that your firm provides. The Purchase Bureau attempts (but does not guarantee) to provide firms on the bidders mailing list with notice of bidding opportunities related to the goods and services identified in the application.

If you are already on the Purchase Bureau's bidders mailing list and you need to change your information, contact Bid List Management at (609) 984-5396.

Note: If you are an awarded State contractor and payments are not being directed to your proper remit-to address, you must send a letter on company letterhead to the Office Of Management and Budget, Vendor Control Unit, PO Box 221, Trenton, NJ 08625 or fax that letter to 609-292-4882. In the letter you must include the current incorrect remit to address and your new correct remit-to address. If you have any questions about this process you may call (609) 292-8124 for more information.

	<b>STATE OF NEW JERSEY REQUEST FOR PROPOSAL</b>	<b>BID NUMBER: Buyer to Fill In</b>
	<b>FOR: Buyer to Fill In</b>	TERM CONTRACT #: <b>Buyer to Fill In</b> REQUESTING AGENCY: <b>STATEWIDE</b>
	ESTIMATED AMOUNT: Buyer to Fill In CONTRACT EFFECTIVE DATE: <b>FILL IN</b> CONTRACT EXPIRATION DATE: <b>FILL IN</b> COOPERATIVE PURCHASING: <b>ATTACHMENT 4(OR INDICATE "NO" HERE)</b> SET ASIDE: SEE: SECTION 4.4.1.4 (OR INDICATE "NONE" HERE)	<b><u>DIRECT QUESTIONS CONCERNING THIS RFP TO:</u></b> Buyer's Name _____ PHONE NUMBER: Buyer's Phone # _____ FAX NUMBER: Buyer's Fax # _____ E-MAIL ADDRESS: Buyer's Email Address _____

**TO BE COMPLETED BY BIDDER:**

Address: \_\_\_\_\_

Firm Name: \_\_\_\_\_

**PURSUANT TO N.J. STATUTES, REGULATIONS AND EXECUTIVE ORDERS, PROPOSALS WHICH FAIL TO CONFORM WITH THE FOLLOWING REQUIREMENTS WILL BE AUTOMATICALLY REJECTED:**

- 1) **PROPOSALS MUST BE RECEIVED AT OR BEFORE THE PUBLIC OPENING TIME OF 2 PM ON 00/00/00 AT THE FOLLOWING PLACE: DEPARTMENT OF THE TREASURY, PURCHASE BUREAU, PO BOX-230, 33 WEST STATE STREET, 9TH FLOOR, TRENTON, NEW JERSEY 08625-0230. TELEPHONE, TELEFACSIMILE OR TELEGRAPH PROPOSALS WILL NOT BE ACCEPTED.**
- 2) THE BIDDER MUST SIGN THE PROPOSAL.
- 3) THE PROPOSAL MUST INCLUDE ALL PRICE INFORMATION. PROPOSAL PRICES SHALL INCLUDE DELIVERY OF ALL ITEMS, F.O.B. DESTINATION OR AS OTHERWISE PROVIDED. PRICE QUOTES MUST BE FIRM THROUGH ISSUANCE OF CONTRACT.
- 4) ALL PROPOSAL PRICES MUST BE TYPED OR WRITTEN IN INK.
- 5) ALL CORRECTIONS, WHITE-OUTS, ERASURES, RESTRIKING OF TYPE, OR OTHER FORMS OF ALTERATION, OR THE APPEARANCE OF ALTERATION, TO UNIT AND/OR TOTAL PRICES MUST BE INITIALED IN INK BY THE BIDDER.
- 6) THE BIDDER MUST SUBMIT WITH THE PROPOSAL BID SECURITY IN THE AMOUNT OF \$ 0 OR 0 %.  
CHECK THE TYPE OF BID SECURITY SUPPLIED:  
  
 ANNUAL BID BOND ON FILE: \_\_\_\_\_ BID BOND ATTACHED: \_\_\_\_\_  
 CERTIFIED OR CASHIERS CHECK ATTACHED: \_\_\_\_\_ LETTER OF CREDIT ATTACHED: \_\_\_\_\_
- 7) THE BIDDER MUST COMPLETE AND SUBMIT, PRIOR TO THE SUBMISSION OF THE PROPOSAL, OR ACCOMPANYING THE PROPOSAL, THE ATTACHED OWNERSHIP DISCLOSURE FORM. (SEE N.J.S.A. 52:25-24.2). [ATTACHMENT 1 OF RFP](#)
- 8) THE BIDDER MUST ATTEND THE MANDATORY PRE-BID CONFERENCE(S) AND SITE VISIT(S) AT THE FOLLOWING DATE(S) AND TIME(S):  
 PRE-BID CONFERENCE: **N/A**  
 SITE INSPECTION: **N/A**
- 9) FOR SET ASIDE CONTRACTS ONLY, A BIDDER MUST BE REGISTERED WITH THE N.J. DEPARTMENT OF COMMERCE AS A SMALL BUSINESS BY THE DATE OF BID OPENING. (SEE N.J.A.C. 17:13-3.1 & 13.3.2).
- 10) **A BUSINESS REGISTRATION CERTIFICATE (OR INTERIM REGISTRATION) FROM THE DIVISION OF REVENUE MUST BE SUBMITTED WITH THE BID PROPOSAL.(SEE N.J.S.A. 52:32-44).**
- 11) **EXECUTIVE ORDER 134 CERTIFICATION MUST BE SUBMITTED WITH THE BID PROPOSAL. ([APPENDIX 3 OF RFP](#)).**

**ADDITIONAL REQUIREMENTS**

12) PERFORMANCE SECURITY: \$ 0 OR 0 %

13) PAYMENT RETENTION: 00%

14) AN AFFIRMATIVE ACTION FORM ([ATTACHMENT 3 OF RFP](#))

15) A MACBRIDE PRINCIPLES CERTIFICATION ([ATTACHMENT 2 OF RFP](#))

 16) REQUESTED DELIVERY: **Buyer to Fill In** FROM RECEIPT OF ORDER.

**TO BE COMPLETED BY BIDDER**

17) DELIVERY CAN BE MADE \_\_\_\_\_ DAYS OR \_\_\_\_\_ WEEKS AFTER RECEIPT OF ORDER.

19) BIDDER PHONE NO: \_\_\_\_\_

18) CASH DISCOUNT TERMS (SEE RFP) \_\_\_\_\_ %, \_\_\_\_\_ DAYS: NET \_\_\_\_\_ DAYS.

21) BIDDER E-MAIL ADDRESS \_\_\_\_\_

20) BIDDER FAX NO. \_\_\_\_\_

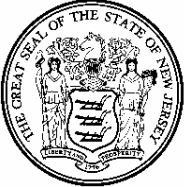
22) YOUR BID REFERENCE NO. \_\_\_\_\_

SIGNATURE OF THE BIDDER ATTESTS THAT THE BIDDER HAS READ, UNDERSTANDS, AND AGREES TO ALL TERMS, CONDITIONS, AND SPECIFICATIONS SET FORTH IN THE REQUEST FOR PROPOSAL, INCLUDING ALL ADDENDA, FURTHERMORE, SIGNATURE BY THE BIDDER SIGNIFIES THAT THE REQUEST FOR PROPOSAL AND THE RESPONSIVE PROPOSAL CONSTITUTES A CONTRACT IMMEDIATELY UPON NOTICE OF ACCEPTANCE OF THE PROPOSAL BY THE STATE OF NEW JERSEY FOR ANY OR ALL OF THE ITEMS BID, AND FOR THE LENGTH OF TIME INDICATED IN THE REQUEST FOR PROPOSAL. FAILURE TO ACCEPT THE CONTRACT WITHIN THE TIME PERIOD INDICATED IN THE REQUEST FOR PROPOSAL, OR FAILURE TO HOLD PRICES OR TO MEET ANY OTHER TERMS AND CONDITIONS AS DEFINED IN EITHER THE REQUEST FOR PROPOSAL OR THE PROPOSAL DURING THE TERM OF THE CONTRACT, SHALL CONSTITUTE A BREACH AND MAY RESULT IN SUSPENSION OR DEBARMENT FROM FURTHER STATE BIDDING. A DEFAULTING CONTRACTOR MAY ALSO BE LIABLE, AT THE OPTION OF THE STATE, FOR THE DIFFERENCE BETWEEN THE CONTRACT PRICE AND THE PRICE BID BY AN ALTERNATE VENDOR OF THE GOODS OR SERVICES IN ADDITION TO OTHER REMEDIES AVAILABLE.

24) ORIGINAL SIGNATURE OF BIDDER	25) NAME OF FIRM
26) PRINT/TYPE NAME AND TITLE	27) DATE

PBRFP-2 R7/02

3

	<b>STATE OF NEW JERSEY REQUEST FOR PROPOSAL</b>	<b>BID NUMBER: 05-X-37146</b>	
	<b>FOR: Plumbing and Heating Supplies and Equipment</b>	TERM CONTRACT #: <b>T0207</b> REQUESTING AGENCY: <b>STATEWIDE</b>	
	ESTIMATED AMOUNT: \$1,000,000 CONTRACT EFFECTIVE DATE: <b>08/01/05</b> CONTRACT EXPIRATION DATE: <b>07/31/08</b> COOPERATIVE PURCHASING: <b>ATTACHMENT 4</b> SET ASIDE: SEE: SECTION 4.4.1.6	<b><u>DIRECT QUESTIONS CONCERNING THIS RFP TO:</u></b> Buyer's Name Jennifer Petrino PHONE NUMBER: 609 984-0493 FAX NUMBER: 609 292-1114 E-MAIL ADDRESS: <a href="mailto:Joseph.signoretta@treas.state.nj.us">Joseph.signoretta@treas.state.nj.us</a>	

**TO BE COMPLETED BY BIDDER:**

Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_  
 \_\_\_\_\_

**PURSUANT TO N.J. STATUTES, REGULATIONS AND EXECUTIVE ORDERS, PROPOSALS WHICH FAIL TO CONFORM WITH THE FOLLOWING REQUIREMENTS WILL BE AUTOMATICALLY REJECTED:**

- 1) **PROPOSALS MUST BE RECEIVED AT OR BEFORE THE PUBLIC OPENING TIME OF 2 PM ON 05/25/05 AT THE FOLLOWING PLACE: DEPARTMENT OF THE TREASURY, PURCHASE BUREAU, PO BOX-230, 33 WEST STATE STREET, 9TH FLOOR, TRENTON, NEW JERSEY 08625-0230. TELEPHONE, TELEFACSIMILE OR TELEGRAPH PROPOSALS WILL NOT BE ACCEPTED.**
- 2) THE BIDDER MUST SIGN THE PROPOSAL.
- 3) THE PROPOSAL MUST INCLUDE ALL PRICE INFORMATION. PROPOSAL PRICES SHALL INCLUDE DELIVERY OF ALL ITEMS, F.O.B. DESTINATION OR AS OTHERWISE PROVIDED. PRICE QUOTES MUST BE FIRM THROUGH ISSUANCE OF CONTRACT.
- 4) ALL PROPOSAL PRICES MUST BE TYPED OR WRITTEN IN INK.
- 5) ALL CORRECTIONS, WHITE-OUTS, ERASURES, RESTRIKING OF TYPE, OR OTHER FORMS OF ALTERATION, OR THE APPEARANCE OF ALTERATION, TO UNIT AND/OR TOTAL PRICES MUST BE INITIALED IN INK BY THE BIDDER.
- 6) THE BIDDER MUST SUBMIT WITH THE PROPOSAL BID SECURITY IN THE AMOUNT OF \$ **0** OR **0** %.  
CHECK THE TYPE OF BID SECURITY SUPPLIED:  
  
 ANNUAL BID BOND ON FILE: \_\_\_\_\_ BID BOND ATTACHED: \_\_\_\_\_  
 CERTIFIED OR CASHIERS CHECK ATTACHED: \_\_\_\_\_ LETTER OF CREDIT ATTACHED: \_\_\_\_\_
- 7) THE BIDDER MUST COMPLETE AND SUBMIT, PRIOR TO THE SUBMISSION OF THE PROPOSAL, OR ACCOMPANYING THE PROPOSAL, THE ATTACHED OWNERSHIP DISCLOSURE FORM. (SEE N.J.S.A. 52:25-24.2). [ATTACHMENT 1 OF RFP](#)
- 8) THE BIDDER MUST ATTEND THE MANDATORY PRE-BID CONFERENCE(S) AND SITE VISIT(S) AT THE FOLLOWING DATE(S) AND TIME(S):  
 PRE-BID CONFERENCE: **N/A**  
 SITE INSPECTION: **N/A**
- 9) FOR SET ASIDE CONTRACTS ONLY, A BIDDER MUST BE REGISTERED WITH THE N.J. DEPARTMENT OF COMMERCE AS A SMALL BUSINESS BY THE DATE OF BID OPENING. (SEE N.J.A.C. 17:13-3.1 & 13.3.2).

**ADDITIONAL REQUIREMENTS**

- 10) A BIDDER MUST BE REGISTERED WITH THE DIVISION OF REVENUE AND A BUSINESS REGISTRATION CERTIFICATE (OR INTERIM REGISTRATION) SHOULD BE SUBMITTED WITH THE BID PROPOSAL. (SEE N.J.S.A. 52:32-44).
- 11) PERFORMANCE SECURITY: \$ **0** OR **0** %
- 12) PAYMENT RETENTION: **00%**
- 13) AN AFFIRMATIVE ACTION FORM ([ATTACHMENT 3 OF RFP](#))
- 14) A MACBRIDE PRINCIPLES CERTIFICATION ([ATTACHMENT 2 OF RFP](#))
- 15) REQUESTED DELIVERY: **five calendar days/48 hours emergency refer to RFP text** FROM RECEIPT OF ORDER.

**TO BE COMPLETED BY BIDDER**

- 16) DELIVERY CAN BE MADE \_\_\_\_\_ DAYS OR \_\_\_\_\_ WEEKS AFTER RECEIPT OF ORDER.
- 17) CASH DISCOUNT TERMS (SEE RFP) \_\_\_\_\_ %, \_\_\_\_\_ DAYS: NET \_\_\_\_\_ DAYS.
- 18) BIDDER PHONE NO: \_\_\_\_\_
- 19) BIDDER FAX NO. \_\_\_\_\_
- 20) BIDDER E-MAIL ADDRESS \_\_\_\_\_
- 21) BIDDER FEDERAL ID NO. \_\_\_\_\_
- 22) YOUR BID REFERENCE NO. \_\_\_\_\_

SIGNATURE OF THE BIDDER ATTESTS THAT THE BIDDER HAS READ, UNDERSTANDS, AND AGREES TO ALL TERMS, CONDITIONS, AND SPECIFICATIONS SET FORTH IN THE REQUEST FOR PROPOSAL, INCLUDING ALL ADDENDA, FURTHERMORE, SIGNATURE BY THE BIDDER SIGNIFIES THAT THE REQUEST FOR PROPOSAL AND THE RESPONSIVE PROPOSAL CONSTITUTES A CONTRACT IMMEDIATELY UPON NOTICE OF ACCEPTANCE OF THE PROPOSAL BY THE STATE OF NEW JERSEY FOR ANY OR ALL OF THE ITEMS BID, AND FOR THE LENGTH OF TIME INDICATED IN THE REQUEST FOR PROPOSAL. FAILURE TO ACCEPT THE CONTRACT WITHIN THE TIME PERIOD INDICATED IN THE REQUEST FOR PROPOSAL, OR FAILURE TO HOLD PRICES OR TO MEET ANY OTHER TERMS AND CONDITIONS AS DEFINED IN EITHER THE REQUEST FOR PROPOSAL OR THE PROPOSAL DURING THE TERM OF THE CONTRACT, SHALL CONSTITUTE A BREACH AND MAY RESULT IN SUSPENSION OR DEBARMENT FROM FURTHER STATE BIDDING. A DEFAULTING CONTRACTOR MAY ALSO BE LIABLE, AT THE OPTION OF THE STATE, FOR THE DIFFERENCE BETWEEN THE CONTRACT PRICE AND THE PRICE BID BY AN ALTERNATE VENDOR OF THE GOODS OR SERVICES IN ADDITION TO OTHER REMEDIES AVAILABLE.

24) ORIGINAL SIGNATURE OF BIDDER	25) NAME OF FIRM
26) PRINT/TYPE NAME AND TITLE	27) DATE



**Bid Number: 2006-X-37146**

**REQUEST FOR PROPOSAL FOR:  
PLUMBING AND HEATING EQUIPMENT AND SUPPLIES**

Date Issued: 04/15/05

Purchasing Agency

State of New Jersey  
Department of the Treasury  
Division of Purchase and Property  
Purchase Bureau, PO Box 230  
33 West State Street  
Trenton, New Jersey 08625-0230

Using Agency

State of New Jersey  
Cooperative Purchasing Members

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## 1.0 INFORMATION FOR BIDDERS

### 1.1 Purpose and Intent

This Request for Proposal (RFP) is issued by the Purchase Bureau, Division of Purchase and Property, Department of the Treasury on behalf of The Department of Treasury, Property Management and Construction, other State agencies and cooperative purchasing partners. The purpose of this RFP is to solicit bid proposals for plumbing and heating equipment and supplies.

The intent of this RFP is to award contracts to those responsible bidders whose bid proposals, conforming to this RFP, are most advantageous to the State, price and other factors considered.

The Standard Terms & Conditions, [Appendix 1](#) of this RFP, will apply to all contracts or purchase agreements made with the State of New Jersey. These terms are in addition to the terms and conditions set forth in this RFP and should be read in conjunction with same unless the RFP specifically indicates otherwise.

The State intends to extend the contract[s] awarded to the Purchase Bureau's cooperative purchasing partners. These partners include quasi-state agencies, counties, municipalities, school districts, volunteer fire departments, first aid squads, independent institutions of higher learning, County colleges and State colleges.

**Although the State, with the assent of the vendor(s), is making the use of any contract resulting from this RFP available to non-State Agencies, the State makes no representation as to the acceptability of any State RFP terms and conditions under the Local Public Contracts Law or any other enabling statute or regulation.**

### 1.2 Background

This is a procurement of the Plumbing and Heating Equipment and Supplies term contract, presently due to expire on July 31, 2005. Vendors who are interested in the current contract specifications and pricing information are encouraged to visit the Purchase Bureau's website on the world wide web. The applicable "T" reference number for this lookup is T0207. The exact WWW address is: <http://www.state.nj.us/treasury/purchase/contracts.htm>

#### 1.2.1 Geographic Zones

The contracts will be awarded in accordance with the geographic zones defined below. A bid for a region means that the bidder will service the entire region. Bids that do not include every county in a region will not be considered for that region. Each bidder must indicate which zone(s) it is bidding on by providing the requested contact information of the location that will service each region. These forms are located in Section 4.4.2.2 of this RFP. Failure to provide the requested information may result in rejection of the bid proposal.

NORTH		CENTRAL	SOUTH
Bergen Co.	Union Co.	Hunterdon Co	Atlantic Co
Essex Co.	Warren Co	Mercer Co	Burlington Co.
Hudson Co.		Middlesex Co	Camden Co.
Morris Co.		Monmouth Co	Cape May Co.
Passaic Co.		Ocean Co.	Cumberland Co.
Somerset Co			Gloucester Co.
Sussex Co.			Salem Co.



### **1.2.2 Contract Operation**

This contract will be awarded to three bidders per each line per region. Using Agencies are instructed to purchase from the lowest priced contractor for the product for the region. This contract is based on the highest discount from the same original price list, TRA-SER Pro Plumbing and Mechanical Database, and consequently the primary contractor will always be the lowest cost contractor. The only exception is that in an emergency situation, involving the necessary pickup of materials by a Using Agency, the Using Agency is permitted to factor the cost/time of pick up in the selection of a contractor. In making such a determination, the Using Agency may consider a contractor for an adjacent region but in close proximity to the Using Agency. In addition, the Using Agency may use a secondary or tertiary contractor if the primary contractor does not have a needed product available in accordance with the delivery requirements set forth in the RFP. In the event the primary contractor is not used, the Using Agency must document the reason for selecting the secondary or tertiary. The rationale must conform to the parameters set forth here.

### **1.3 Key Events**

#### **1.3.1 Electronic Question and Answer Period**

It is the policy of the Purchase Bureau to accept questions and inquiries from all vendors by e-mail. Written questions should be e-mailed to the Purchase Bureau to the attention of the assigned Purchase Bureau buyer at the following address:

E- Mail: [Joseph.signoretta@treas.state.nj.us](mailto:Joseph.signoretta@treas.state.nj.us)

After the submission of bid proposals, unless requested by the State, contact with the State is limited to status inquiries only and such inquiries are only to be directed to the buyer. Any further contact or information about the proposal to the buyer or any other State official connected with the solicitation will be considered an impermissible supplementation of the bidder's bid proposal.

##### **1.3.1.1 Question Protocol**

Questions should be e-mailed in writing to the attention of the assigned Purchase Bureau buyer. Questions should be directly tied to the RFP by the writer. Questions should be asked in consecutive order, from beginning to end, following the organization of the RFP. Each question should begin by referencing the RFP page number and section number to which it relates.

##### **1.3.1.2 Cut-Off Date for Questions and Inquiries**

The cut-off date for questions and inquiries relating to this RFP is ten business days prior to the original bid opening date. Addenda, if any, to this RFP will be posted to the Purchase Bureau website (see Section 1.4.1. of this RFP for further information.)

### **1.3.2 Reserved**

(Site Visit: None)

### 1.3.3 Reserved

(Mandatory Pre-Bid Conference: None)

### 1.3.4 Reserved

(Optional Pre-Bid Conference: None)

### 1.3.5 Submission of Bid Proposal

In order to be considered for award, the bid proposal must be received by the Purchase Bureau of the Division of Purchase and Property at the appropriate location by the required time. **ANY BID PROPOSAL NOT RECEIVED ON TIME AT THE RIGHT PLACE WILL BE REJECTED. THE DATE, TIME AND LOCATION ARE:**

<b><u>DATE:</u></b>	<b>May 25, 2005</b>
<b><u>TIME:</u></b>	<b>2:00 PM</b>
<b><u>LOCATION:</u></b>	<b>BID RECEIVING ROOM - 9TH FLOOR PURCHASE BUREAU DIVISION OF PURCHASE AND PROPERTY DEPARTMENT OF THE TREASURY 33 WEST STATE STREET, P.O. BOX 230 TRENTON, NJ 08625-0230</b>  <b>Directions to the Purchase Bureau can be found on the following website: <a href="http://www.state.nj.us/treasury/purchase/directions.shtml">http://www.state.nj.us/treasury/purchase/directions.shtml</a></b>

### 1.3.6 Reserved

(Document Review: None)

## 1.4 Additional Information

### 1.4.1 Revisions to this RFP

In the event that it becomes necessary to clarify or revise this RFP, such clarification or revision will be by addendum.

**ALL RFP ADDENDA WILL BE ISSUED ON THE PURCHASE BUREAU WEB SITE. TO ACCESS ADDENDA THE BIDDER MUST SELECT THE BID NUMBER ON THE PURCHASE BUREAU BIDDING OPPORTUNITIES WEB PAGE AT THE FOLLOWING ADDRESS:**

**[HTTP://WWW.STATE.NJ.US/TREASURY/PURCHASE/BID/SUMMARY/BID.SHTML.](http://www.state.nj.us/treasury/purchase/bid/summary/bid.shtml)**

**There are no designated dates for release of addenda. Therefore interested bidders should check the Purchase Bureau "Bidding Opportunities" website on a daily basis from time of RFP issuance through bid opening.**

**It is the sole responsibility of the bidder to be knowledgeable of all addenda related to this procurement.**

#### **1.4.2 Addendum as a Part of this RFP**

Any addendum to this RFP shall become part of this RFP and part of any contract awarded as a result of this RFP.

#### **1.4.3 Issuing Office**

This RFP is issued by the Purchase Bureau, Division of Purchase and Property. The buyer noted in [Section 1.3.1](#) is the sole point of contact between the vendor and the State for purposes of this RFP.

#### **1.4.4 Bidder Responsibility**

The bidder assumes sole responsibility for the complete effort required in submitting a bid proposal in response to this RFP. No special consideration will be given after bid proposals are opened because of a bidder's failure to be knowledgeable as to all of the requirements of this RFP. By submitting a bid proposal in response to this RFP, the bidder represents that it has satisfied itself, from its own investigation, as to all of the requirements of this RFP.

#### **1.4.5 Cost Liability**

The State assumes no responsibility and bears no liability for costs incurred by a bidder in the preparation and submittal of a bid proposal in response to this RFP.

#### **1.4.6 Contents of Bid Proposal**

The entire content of every bid proposal will be publicly opened and will become a matter of public record. This is the case notwithstanding any statement to the contrary made by a bidder in its bid proposal. All bid proposals, as public records, are available for public inspection. Interested parties can make an appointment to inspect bid proposals received in response to this RFP by contacting the Purchase Bureau buyer.

#### **1.4.7 Price Alteration**

Bid prices must be typed or written in ink. Any price change (including "white-outs") must be initialed. Failure to initial price changes shall preclude a contract award being made to the bidder.

#### **1.4.8 Joint Venture**

If a joint venture is submitting a bid proposal, the agreement between the parties relating to such joint venture should be submitted with the joint venture's bid proposal.

Authorized signatories from each party comprising the joint venture must sign the bid proposal. A separate Ownership Disclosure Form, Affirmative Action Employee Information Report, MacBride Principles Certification, business registration and Executive Order 134 Certification must be supplied by each party to the joint venture.

## **2.0 DEFINITIONS**

The following definitions shall be part of any contract awarded or order placed as result of this RFP.

**Addendum** - Written clarification or revision to this RFP issued by the Purchase Bureau.

**Amendment** - A change in the scope of work to be performed by the contractor. An amendment is not effective until signed by the Director, Division of Purchase and Property.

**Bidder** - A vendor submitting a bid proposal in response to this RFP.

**Contract** - This RFP, any addendum to this RFP, the bidder's bid proposal submitted in response to this RFP and the Division's Notice of Acceptance.

**Contractor** - The contractor is the bidder awarded a contract.

**Director** - Director, Division of Purchase and Property, Department of the Treasury. By statutory authority, the Director is the chief contracting officer for the State of New Jersey.

**Division** - The Division of Purchase and Property.

**May** - Denotes that which is permissible, but not mandatory.

**Request for Proposal (RFP)** - This document, which establishes the bidding and contract requirements and solicits bid proposals to meet the purchase needs of [the] Using Agency[ies], as identified herein.

**Shall or Must** - Denotes that which is a mandatory requirement. Failure to meet a mandatory requirement will result in the rejection of a bid proposal, as materially non-responsive.

**Should** - Denotes that which is recommended, but not mandatory.

**State** - State of New Jersey

**Using Agency[ies] or Agency[ies]** - The entity[ies] for which the Division has issued this RFP.

## **3.0 COMMODITY DESCRIPTION/SCOPE OF WORK**

### **3.1 General**

The contract(s) resulting from this RFP shall include the categories listed in Section 3.5 of this RFP. The categories are based on the TRA-SER Pro Plumbing & Mechanical database. TRA-

SER assigns what is referred to as a "TRA-SER commodity code" to each of these categories for navigational purposes when using their database. Any other category contained in the TRA-SER Pro Plumbing & Mechanical database are not included within the scope of this RFP.

The Tra-Ser Pro Plumbing Software can be obtained from Trade Service, an i2 Technologies Company. The main contacts for more information or for obtaining a copy of the Tra-Ser Pro Software are as follows:

Mary Melton  
Business Development Manager  
Trade Service, an i2 Technologies Company  
15445 Innovation Drive  
San Diego, CA 92128  
Office 800-710-8987  
Office 858-521-1554  
Fax 858-521-1441  
email: mary\_melton@i2.com

and

Karen Hart  
Eastern Region Manager  
Trade Service, an i2 Technologies Company  
4763 Shore Acres Blvd. NE  
St. Petersburg, FL 33703  
Office 727-522-5456  
Cell 727-698-2673  
email: karen\_hart@i2.com

### **3.2 Federal/State Compliance**

Pipe fittings shall meet the requirements for Federal Specifications WW-P-4718, WW-P-501B, WW-P-491B, WW-P521F, WW-F-496B, WW-N-351B, WW-T-799D, L-P-320, including the latest supplements, as well as NJ Specification No. 7964-00.

### **3.3 Domestic Products**

All black pipe, copper tubing, refrigeration tubing, copper and brass pipe, copper tube sweat fittings, copper drainage waste and vent fittings and copper tube flared fittings offered in response to this RFP and purchased from contracts awarded as a result of this RFP must be domestically produced. No imports are to be bid upon or supplied under contract for these items.

### **3.4 Mercury Free Products**

To the extent that it is practical, Using Agencies are encouraged to request/purchase, and contractors are encouraged to supply, mercury-free products.

### **3.5 TRA-SER PRO Plumbing and Mechanical Categories**

The following are TRA-SER commodity codes and categories and covered by the term contract for plumbing and heating fittings and supplies covered by the term contract for plumbing and heating fittings and supplies:

Line No.	Com Code	TRA-SER COMMODITY CODES (Plumbing-Mechanical)	
00001	670-55	006P	VITREOUS CHINA TOILET/BIDET/URINAL
00002	670-55	007P	VITREOUS CHINA TANK/TANK LID
00003	670-55	008P	ACRYLIC/VITREOUS CHINA BOWL
00004	670-55	009P	FIBERGLASS FIXTURES
00005	670-55	010P	PLASTIC FIXTURES
00006	670-55	012P	ENAMELED CAST IRON FIXTURES
00007	670-55	013P	ENMLD STL/ACRYLIC/PLASTIC TANK/TANK LID
00008	670-55	015P	STAINLESS STEEL TOILET/URINAL
00009	670-55	016P	STAINLESS STEEL TANK/TANK LID
00010	670-55	017P	VITREOUS CHINA/STAINLESS STEEL BOWL
00011	670-55	018P	SHWR DRS/MISC TLT, TNK, BWL, BDT & URNL
00012	670-55	019P	MISC. FIXTURES/TOILET/CLOSET SEATS
00013	670-55	011P	CABINETS
00014	670-55	014P	STAINLESS STEEL
00015	670-55	021P	VITREOUS CHINA LAVATORY
00016	670-55	022P	PORCELAIN-ON-STEEL LAVATORY
00017	670-55	023P	ACRYLIC/PLASTIC LAVATORY
00018	670-55	024P	STAINLESS STEEL LAVATORY
00019	165-79	025P	VITREOUS CHINA KITCHEN SINK
00020	165-79	026P	PORCELAIN-ON-STEEL KITCHEN SINK
00021	670-55	027P	ACRYLIC/PLASTIC KITCHEN SINK
00022	670-55	028P	STAINLESS STEEL KITCHEN SINK
00023	670-55	029P	MOP SINKS & LAUNDRY SINKS
00024	670-55	030P	BAR SINKS & ENTERTAINMENT SINKS
00025	670-02	031P	CABINETS&ACCY TRIM (MIR, SOAP DISH, ETC)
00026	670-55	032P	MISCELLANEOUS SINKS
00027	670-55	036P	VITREOUS CHINA BATHTUBS & WHIRLPOOL TUBS
00028	670-55	037P	PORC-ON-STEEL BATHTUBS & WHIRLPOOL TUBS
00029	670-55	038P	ACRYLIC&PLASTIC BATHTUBS&WHIRLPOOL TUBS
00030	670-55	039P	FBRGLASS/GELCOAT BATHTUBS&WHIRLPOOL TUBS
00031	670-55	041P	PORC-ON-STEEL TUB, SHR & TUB/SHR ENC/MOD
00032	670-55	042P	ACRYL/PLSTC TUB, SHR&TUB/SHR ENC/MOD
00033	670-55	043P	FBRGLS/GELCT TUB, SHR&TUB/SHWR ENC/MOD
00034	670-55	044P	MISC TUB,WP TUBS,SHR&TUB/SHR ENC/MOD
00035	670-62	045P	SHOWER DOORS, TUB/SHOWER DOORS
00036	670-62	046P	SHOWER PANS & RECEPTORS
00037	670-62	047P	TUB APRONS
00038	670-74	051P	Ball Cocks
00038	670-74	052P	CLOSET SEATS
00039	670-73	053P	Flush Valves & Parts
00040	670-56	054P	Faucet Parts-Lvrs,Hdls,Stms,Dvrtr,Aeratr
00041	670-56	055P	Plbg Brass-Fcts, AccyTrim, Flgs, Fillers
00042	670-56	056P	Specialties - Faucets

Line No.	Com Code	TRA-SER COMMODITY CODES (Plumbing-Mechanical)	
00043	670-56	057P	Tblr Brass-Waste,Overflows,Stops,SJ Ftgs
00044	670-56	058P	Tubular Plastic-Waste, Overflows, Stop
00045	670-58	059P	Misc. - Adapters, Keys & Nuts
00046	225-00	073P	Drinking Fountains/Water Coolers
00047	225-00	074P	Fountain Valves & Pedal Valves
00048	165-15	076P	Hot Water Dispensers & Parts
00049	830-79	121P	Accessories - Storage Tanks
00050	670-91	122P	Electrical/Commercial Water Heaters
00051	670-89	123P	Electrical/Residential Water Heaters
00052	670-91	124P	Gas/Commercial Water Heaters
00053	670-89	127P	Gas/Residential Water Heaters
00054	670-89	129P	Misc. Water Heaters
00055	820-00	155P	Hydronic Systems, Boilers & Accy
00056	031-93	156P	Radiant/Infraray & Accessories
00057	031-75	157P	Radiation/Baseboard & Accessories
00058	031-75	158P	Radiators & Accessories Htg Boilers
00059	031-13	161P	Chillers & Pump Accessories
00060	280-30	162P	Industrial Boilers
00061	670-86	171P	Water Conditioners
00062	890-78	172P	Water Filters
00063	670-86	179P	Misc. Water Conditioning Equipment
00064	031-25	211P	Heating/Air Conditioning, Thermostats
00065	890-03	212P	Hydronic Specialties, Backflow Preventer
00066	031-89	214P	Switches Gauges Regulators Thermometer
00067	890-28	215P	Actuators, Relays, Transducers
00068	031-25	216P	Transmitters, Receivers, Pilots, Dampers
00069	031-25	217P	Transformers
00070	285-68	218P	Motors, Mountings & Accessories
00071	031-25	219P	Misc. Controls, Control Panels & Modules
00072	031-96	350P	SHEET METAL PIPE
00073	031-96	351P	Duct Pipe
00074	031-96	352P	Chimney Pipe
00075	031-96	353P	Furnace Pipe
00076	031-96	358P	Gas Vent Pipe
00077	031-96	359P	Misc. Sheet Metal Pipe
00078	031-96	361P	Chimney Pipe Ftgs
00079	031-96	362P	Furnace Pipe Ftgs
00080	031-96	363P	Gas Vent Pipe Ftgs
00081	031-96	364P	Duct Pipe Ftgs
00082	031-96	369P	Misc. Sheet Mtl Pipe Ftgs
00083	031-53	371P	Grilles
00084	031-53	372P	Registers
00085	031-53	373P	Diffusers
00086	031-53	374P	Dampers
00087	031-53	375P	Louvers
00088	031-53	379P	Misc. Grilles, Registers & Diffusers

Line No.	Com Code	TRA-SER COMMODITY CODES (Plumbing-Mechanical)	
00089	770-41	380P	SPECIALTIES - FLASHINGS
00090	770-41	381P	Specialties Flashings
00091	658-22	412P	Brass Pipe
00092	658-28	413P	Cast Iron Soil - SV Bell & Spigot Pipe
00093	658-28	414P	Cast Iron Soil - XH Bell & Spigot Pipe
00094	658-28	415P	Cast Iron Soil - No Hub Pipe
00095	658-31	416P	Clay Pipe
00096	658-00	421P	Plastic Pipe - CPVC, Polyethlyene, PVC
00097	658-00	423P	Plastic Pipe - ABS/DWV
00098	658-00	424P	Plastic Pipe - PVC/DWV
00099	658-00	427P	Plastic Pipe - Sewer & Drain
00100	658-00	429P	Plastic Pipe - Misc.
00101	658-77	430P	Stainless Steel Pipe
00102	658-80	442P	Steel Pipe - Domestic
00103	658-00	446P	Steel Pipe Casing
00104	658-05	447P	Aluminum Pipe
00105	658-00	449P	Misc. Pipe
00106	658-97	451P	Tubing - Aluminum
00107	658-88	452P	Tubing - Brass
00108	658-88	461P	Copper Tubing (DWV)
00109	658-88	462P	Copper Tubing (Pressure)
00110	740-63	463P	Copper-Refrig Tubing, ACR, OXY-MED
00111	658-97	464P	Stainless Steel Tubing
00112	658-91	471P	Plastic Tubing-PEX-Crosslinked Poly
00113	175-90	481P	Rubber Tubing
00114	658-97	499P	Misc. Tubing
00115	659-97	502P	Brass/Bronze Fittings
00116	659-97	503P	CI Soil Ftgs-Bell&Spgt,SV&XH,Bckwtr Vlvs
00117	659-97	504P	Mall/CI Ftgs-Scrwd & Flg Blk & Gal Flg
00118	659-97	505P	Cast Iron Soil Ftgs-No-Hub, Bckwtr Vlvs
00119	659-97	506P	Clay Pipe Fittings
00120	659-97	507P	Durham Pipe Ftgs
00121	659-97	508P	Acid Waste Fittings - CI/Plastic/Glass
00122	659-97	509P	Aluminum Pipe Fittings
00123	659-97	510P	Ductile Iron Pipe Fittings
00124	659-97	511P	Plastic Ftgs,Insrt Ftgs,Poly,PEX Crssl P
00125	659-97	512P	Plastic Ftgs - PVC Schedule 40 & 80
00126	659-97	513P	Plastic Fittings - ABS/DWV
00127	659-97	514P	Plastic Fittings - PVC/DWV
00128	659-97	515P	Plastic SDR Sewer & Drain Ftgs
00129	659-97	516P	Plastic Misc. Ftgs
00130	659-97	517P	Stainless Steel Cast Pipe Fittings
00131	659-97	518P	Plastic Ftgs-CPVC Sch 40 & 80
00132	659-97	519P	Stainless Steel Weld Fittings & Flanges
00133	659-97	520P	Forged Steel Ftgs/Grooved Ftgs
00134	659-97	521P	Weld Ftgs,Flgs,O-Lets(Domestic&Import)



Line No.	Com Code	TRA-SER COMMODITY CODES (Plumbing-Mechanical)	
00135	659-97	522P	Merchant Couplings/Bushings/Locknuts
00136	659-97	523P	Seamless Steel Weld Fittings & Flanges
00137	659-97	524P	Alloy Steel Fittings
00138	659-97	525P	Pipe&Tube Ftgs - Pipe&Ind Ftgs Wtrwrks
00139	659-97	526P	Stainless Steel Forged Pipe Fittings
00140	659-97	527P	Carbon Steel Oil Country Pipe Fittings
00141	659-97	529P	Misc. Pipe Fittings
00142	659-97	531P	Brass Fittings - Compression, Insert
00143	659-97	532P	Brass Flare Fittings
00144	659-97	541P	Copper Fittings (DWV/Cast)
00145	659-97	542P	Copper Fittings (DWV/Wrot)
00146	659-97	543P	Copper Fittings (Pressure/Cast)
00147	659-97	544P	Copper Fittings (Pressure/Wrot)
00148	659-97	545P	Copper Misc. Fittings
00149	659-97	551P	Plastic Compression Fittings
00150	659-97	559P	Plastic Misc. Fittings
00151	659-97	561P	Stainless Steel Tube Fittings
00152	659-97	562P	Steel Fittings
00153	659-97	569P	Misc. Tubing Fittings
00154	659-50	571P	Brass
00155	659-50	572P	Plastic
00156	659-50	573P	Stainless Steel
00157	659-50	574P	Steel Pipe Nipples - Seamless/Welded
00158	659-50	575P	Swage Nipples
00159	659-50	576P	Bull Plugs
00160	659-50	579P	Misc. Nipples
00161	670-50	581P	Hangers
00162	010-78	582P	Insulation/Covering
00163	285-78	583P	Metal Framing, Channeling & Accy
00164	670-50	589P	Misc. Pipe Hangers & Accy
00165	670-00	601P	Combination Valves
00166	031-25	602P	Gas Valves
00167	670-00	603P	Ball Valves
00168	670-00	604P	Specialties - Valves
00169	670-00	605P	Bronze & Iron Valves
00170	670-00	606P	Plumbing & Heating Valves
00171	670-00	608P	Water Works Valves
00172	670-00	610P	GATE VALVES
00173	670-70	611P	BRONZE GATE VALVES
00174	670-75	612P	IRON GATE VALVES
00175	670-82	613P	STEEL GATE VALVES
00176	670-77	614P	PLASTIC GATE VALVES
00178	670-81	615P	STAINLESS STEEL GATE VALVES
00179	670-69	616P	BRASS GATE VALVES
00180	670-68	617P	ALUMINUM GATE VALVES
00181	670-00	618P	MISCELLANEOUS GATE VALVES

Line No.	Com Code	TRA-SER COMMODITY CODES (Plumbing-Mechanical)	
00182	670-76	619P	GATE VALVE PARTS & ACCESSORIES
00183	670-70	621P	BRONZE GLOBE/ANGLE VALVES
00184	670-75	622P	IRON GLOBE/ANGLE VALVES
00185	670-82	623P	STEEL GLOBE/ANGLE VALVES
00186	670-77	624P	PLASTIC GLOBE/ANGLE VALVES
00187	670-81	625P	STAINLESS STEEL GLOBE/ANGLE VALVES
00188	670-69	626P	BRASS GLOBE/ANGLE VALVES
00189	670-68	627P	ALUMINUM GLOBE/ANGLE VALVES
00190	670-00	628P	MISCELLANEOUS GLOBE/ANGLE VALVES
00191	670-76	629P	GLOBE/ANGLE VALVE PARTS & ACCESSORIES
00192	670-70	631P	BRONZE CHECK VALVES
00193	670-75	632P	IRON CHECK VALVES
00194	670-82	633P	STEEL CHECK VALVES
00195	670-77	634P	PLASTIC CHECK VALVES
00196	670-81	635P	STAINLESS STEEL CHECK VALVES
00197	670-69	636P	BRASS CHECK VALVES
00198	670-68	637P	ALUMINUM CHECK VALVES
00199	670-00	638P	MISCELLANEOUS CHECK VALVES
00200	670-76	639P	CHECK VALVE PARTS & ACCESSORIES
00201	670-70	641P	BRONZE BALL VALVES
00202	670-75	642P	IRON BALL VALVES
00203	670-82	643P	STEEL BALL VALVES
00204	670-77	644P	PLASTIC BALL VALVES
00205	670-81	645P	STAINLESS STEEL BALL VALVES
00206	670-69	646P	BRASS BALL VALVES
00207	670-68	647P	ALUMINUM BALL VALVES
00208	670-00	648P	MISCELLANEOUS BALL VALVES
00209	670-76	649P	BALL VALVES PARTS & ACCESSORIES
00210	670-70	651P	BRONZE BUTTERFLY VALVES
00211	670-75	652P	IRON BUTTERFLY VALVES
00212	670-82	653P	STEEL BUTTERFLY VALVES
00213	670-77	654P	PLASTIC BUTTERFLY VALVES
00214	670-81	655P	STAINLESS STEEL BUTTERFLY VALVES
00215	670-68	657P	ALUMINUM BUTTERFLY VALVES
00216	670-00	658P	MISCELLANEOUS BUTTERFLY VALVES
00217	670-76	659P	BUTTERFLY VALVE PARTS & ACCESSORIES
00218	670-75	662P	IRON LUBRICATED PLUG VALVES
00219	670-82	663P	STEEL LUBRICATED PLUG VALVES
00220	670-77	667P	PLASTIC DIAPHRAGM VALVES
00221	670-00	668P	MISC LUBRICATED PLG VLV/DIAPH VLV
00222	670-76	669P	LUBRICATED PLUG/DIAPHRAGM VLV PARTS&ACCY
00223	720-84	671P	Y-STRAINERS, WATER METER VLVs, FOOT VLVs
00224	415-65	672P	ICE MAKER VALVES, SADDLE VALVES
00225	670-00	673P	GATE VALVES, CHECK VALVES
00226	670-00	674P	WASHING MACHINE VALVES, WASHER BOX VLVs
00227	670-00	675P	STP,WST,BLRD,HB,SCK,SILLFCT,GRDNV,YHY,VB

Line No.	Com Code	TRA-SER COMMODITY CODES (Plumbing-Mechanical)	
00228	670-00	676P	VLV: GS COCK/GS CON/GS BALL/LOG LTR/NDL
00229	670-00	678P	OIL TANK VALVES, WATER HEATER VALVES
00230	670-76	679P	PLUMBING & HEATING VALVE PARTS & ACCY
00231	890-03	681P	BRONZE BF PRVNTR, DBL/DUAL CHK VLV ASSY
00232	890-03	682P	IRON BF PRVNTR, DBL/DUAL CHK VLV ASSY
00233	890-03	683P	PLASTIC BF PRVNTR, DBL/DUAL CHK VLV ASSY
00234	890-03	684P	BRASS BF PRVNTR, DBL-DUAL CHK VLV ASSY
00235	890-03	688P	MISC BF PRVNTR/DBL-DUAL CHK VLV ASSY
00236	890-03	689P	BFP & DBL/DU CKV ASY PARTS & ACCY
00237	890-03	691P	VLV: CTRL/CIRC/BL/FLCK/BLRFD/PURGE/SHT/O
00238	815-62	692P	AIR VALVES
00239	815-81	693P	T&P VALVES
00240	815-78	694P	VLV: PRESRLF/PRV/PRDV/SFTYRLF/TEMPERING
00241	670-80	696P	SOLENOID VALVES
00242	815-62	697P	VENT VALVES, ZONE VALVES, RADIATOR VLVS
00243	815-65	698P	F & T TRAPS, THERMOSTATIC TRAPS
00244	670-76	699P	HEATING/HYDRONIC VALVE PARTS & ACCY
00245	890-30	710P	Carriers, Drains & Grates
00246	670-56	711P	Specialties
00247	670-63	712P	Access Doors, Cleanouts & Cover Plates
00248	670-09	719P	Misc. Drainage Specialties
00249	720-82	751P	Circulating Pumps & Parts & Accessories
00250	720-82	752P	Specialty Pumps & Parts & Accessories
00251	720-23	753P	Sump/Sewage Pumps & Parts & Accessories
00252	720-82	754P	Misc. Pumps & Parts & Accessories
00253	515-82	811P	Commercial Sprinkler Equip.
00254	515-82	815P	Sprinkler Controls & Valves
00255	515-82	819P	Misc. Sprinkler Equip SJ & Unions
00256	460-00	831P	Hoses
00257	460-00	839P	Misc. Hose Specialties
00258	670-58	861P	Repair Specialties - Gaskets/Sets
00259	670-58	863P	Rubber Goods/Specialties Repair Repl
00260	670-58	864P	Repair Specialties-Wax Rings/Closet Bol
00261	670-58	869P	Misc. Chemicals, Compounds, Repair Spec
00262	450-76	871P	Solder/Fluxes
00263	340-60	915P	Fire Hydrants & Parts & Accessories
00264	895-70	974P	Soldering/Welding Equipment

### 3.6 Special Requirements

#### 3.6.1 Location in Region

The bidder may bid on any or all regions as identified in Section 1.2.1. In order to assure expeditious and cost-efficient local deliveries to Using Agencies, the bidder must have a full service location within each region being bid.

#### 3.6.2 Hours of Delivery

The contractor shall deliver items to the requesting agency between the hours of 8:00 am and 4:00 pm on regularly scheduled agency work days. Deliveries outside of these hours will not be accepted.

### **3.6.3 Regular Delivery**

The contractor will be required to deliver material free of charge to all agencies within the geographic area they are bidding within 5 calendar days after receipt of order. The Using Agencies will have the option of having materials delivered or picking up the material at the contractor's location.

### **3.6.4 Emergency Delivery**

In addition to the above regular delivery requirement, it is recognized that the Using Agencies may have emergencies requiring immediate delivery. It is therefore expected that contractor will be able to render forty-eight (48) hour emergency delivery service if required by the Using Agency. The Using Agencies will have the option of having materials delivered or picking up the material at the contractor's location.

### **3.7 Price Verification**

It is the responsibility of the Using Agency using this contract to verify that the pricing on all orders reflects the pricing reported by TRA-SER at the time of the order.

The contractor shall provide, with each invoice, a dated print out of the relevant page reflecting the pricing reported through TRA-SER at the time of the order.

## **4.0 PROPOSAL PREPARATION AND SUBMISSION**

### **4.1 General**

The bidder must follow instructions contained in this RFP and on the bid cover sheet in preparing and submitting its bid proposal. The bidder is advised to thoroughly read and follow all instructions.

The first page (face) of this RFP shall be signed by an authorized representative of the bidder. However, if the bidder is a limited partnership, the first page (face) of this RFP must be signed by a general partner. If the bidder is a joint venture, the first page (face) of this RFP must be signed by a principal of each party to the joint venture. Failure to comply will result in rejection of the bid proposal.

Pricing and information sheets must be completed in their entirety. Failure to comply with this requirement may result in rejection of the bid proposal.

***No changes or white outs will be permitted on the specification sheets, unless each change is initialed and dated in ink by the bidder.***

### **4.2 Proposal Delivery and Identification**

In order to be considered, a bid proposal must arrive at the Purchase Bureau in accordance with the instructions on the RFP cover sheet. Bidders are cautioned to allow adequate delivery time to ensure timely delivery of bid proposals. State regulation mandates that late bid proposals are ineligible for consideration. **THE EXTERIOR OF ALL BID PROPOSAL PACKAGES MUST BE LABELED WITH THE BID IDENTIFICATION NUMBER, FINAL BID OPENING DATE AND THE BUYER'S NAME.** (See RFP cover sheet).

### 4.3 Number of Bid Proposal Copies

Each bidder must submit **one (1) complete ORIGINAL bid proposal**, clearly marked as the "ORIGINAL" bid proposal. Each bidder should submit three (3) full, complete and exact copies of the original. The copies requested are necessary in the evaluation of the bid proposal. Bidders failing to provide the requested number of copies will be charged the cost incurred by the State in producing the requested number of copies. It is suggested that the bidder make and retain a copy of its bid proposal.

### 4.4 Proposal Content

The bid proposal should be submitted as follows:

- Forms (Section 4.4.1)

CONTENTS	RFP SECTION REFERENCE	COMMENTS
<b>Forms</b>	<a href="#">Cover sheet</a>	Completed and signed cover sheet (Page 3 of this RFP)
	<a href="#">4.4.1.1</a>	Ownership Disclosure Form ( <a href="#">Attachment 1</a> )
	<a href="#">4.4.1.2</a>	MacBride Principles Certification ( <a href="#">Attachment 2</a> )
	<a href="#">4.4.1.3</a>	Affirmative Action Employee Information Report or New Jersey Affirmative Action Certificate ( <a href="#">Attachment 3</a> )
	<a href="#">Appendix 1 - 1.1 of the Standard Terms &amp; Conditions</a>	Business Registration from Division of Revenue

#### 4.4.1 Forms

##### 4.4.1.1 Ownership Disclosure Form

In the event the bidder is a corporation or partnership, the bidder must complete the attached Ownership Disclosure Form. A completed Ownership Disclosure Form must be received prior to or accompany the bid proposal. Failure to do so will preclude the award of a contract.

The Ownership Disclosure Form is attached as [Attachment 1](#) to this RFP.

##### 4.4.1.2 MacBride Principles Certification

The bidder must complete the attached MacBride Principles Certification evidencing compliance with the MacBride Principles. Failure to do so may result in the award of the contract to another vendor.

The MacBride Principles Certification Form is attached as [Attachment 2](#) to this RFP

#### 4.4.1.3 Affirmative Action

The bidder must complete the attached Affirmative Action Employee Information Report, or, in the alternative, supply either a New Jersey Affirmative Action Certificate or evidence that the bidder is operating under a Federally approved or sanctioned affirmative action program. The requirement is a precondition to entering into a State contract.

The Affirmative Action Forms are attached as [Attachment 3](#) to this RFP

#### 4.4.1.4 Business Registration Certificate from the Division of Revenue

**FAILURE TO SUBMIT A COPY OF THE BIDDER'S BUSINESS REGISTRATION CERTIFICATE (OR INTERIM REGISTRATION) FROM THE DIVISION OF REVENUE WITH THE BID PROPOSAL MAY BE CAUSE FOR REJECTION OF THE BID PROPOSAL.**

The bidder may go to [www.nj.gov/njbgs](http://www.nj.gov/njbgs) to register with the Division of Revenue or to obtain a copy of an existing Business Registration Certificate.

Refer to Appendix 1, Section 1.1. of the Standard Terms and Conditions and Section 5.3 of this RFP for additional information concerning this requirement.

#### 4.4.1.5 Executive Order # 134

Refer to Section 5.18 of this RFP for more details concerning this requirement.

#### 4.4.1.6 Set-Aside Contracts

This is a Set-Aside Contract for Category I, II, or III Small Businesses. The bidder should provide, with its bid proposal, evidence of current and valid registration as a small business from the New Jersey Commerce & Economic Growth Commission (Commerce). In the alternative, evidence that the bidder has registered with Commerce, as a small business, must be received on the date the bid proposal is received and opened.

**\*\*\*\*\*IMPORTANT NOTE: EVEN IF YOU ARE AN INCUMBENT BIDDER AND/OR HAVE BEEN PREVIOUSLY REGISTERED OR CERTIFIED UNDER THE FORMER SBE/MBE/WBE PROGRAM, YOU WILL NEED TO BE SURE THAT YOU ARE REGISTERED ON THE DAY OF BID RECEIPT AND OPENING WITH THE COMMERCE COMMISSION UNDER THE NEW, SMALL BUSINESS PROGRAM TO BE ELIGIBLE FOR AWARD. THE TELEPHONE NUMBER TO CALL TO CHECK YOUR STATUS IS 609 292-2146.\*\*\*\*\***

#### 4.4.1.7 Reserved

#### 4.4.1.8 Reserved

(Bid Bond: None required)

#### 4.4.2 Submittals

#### **4.4.2.1 Reserved**

#### **4.4.2.2 Bidder Data Sheet**

The contracts will be awarded in accordance with the following geographic zones, North, Central and South. See Section 1.2.1 of this RFP for counties within each zone.

The bidder must provide all of the information requested for each zone being bid. The bidder may provide its response on a separate attachment but should clearly note here that it is doing so. All information must be clearly printed or typed. You may list additional accounts on a separate sheet. Indicate that a separate sheet is attached at the bottom of this form. Contact Person Data must be completed for each zone being bid. The business location and contact person must be within the location being bid.

Contact Person Data North Zone		
Bidder's Name and FEIN:		
Individual to be contacted at all times if information, service, or problem solving is required by the Using Agency. This service shall be available at no additional charge.		
Name:		
Address:		
City, State		
Telephone #:		
Fax #		
2. Years of this individual's experience in servicing similar accounts: _____		
3. Identify similar accounts this individual has serviced (Include name and contact numbers)		
Account	Contact Name	Contact Phone

Contact Person Data Central Zone		
Bidder's Name and FEIN:		
Individual to be contacted at all times if information, service, or problem solving is required by the Using Agency. This service shall be available at no additional charge.		
Name:		
Address:		
City, State		
Telephone #:		
Fax #		
2. Years of this individual's experience in servicing similar accounts: _____		
3. Identify similar accounts this individual has serviced (Include name and contact numbers)		
Account	Contact Name	Contact Phone



Contact Person Data South Zone		
Bidder's Name and FEIN:		
Individual to be contacted at all times if information, service, or problem solving is required by the Using Agency. This service shall be available at no additional charge.		
Name:		
Address:		
City, State		
Telephone #:		
Fax #		
2. Years of this individual's experience in servicing similar accounts:		
3. Identify similar accounts this individual has serviced (Include name and contact numbers)		
Account	Contact Name	Contact Phone

#### 4.4.2.3 Reference Data Sheets - Satisfactory Customer Service

The bidder must provide all of the information requested. The bidder may provide its response on a separate attachment but should clearly state here that it is doing so:

Supply the name(s) of present customers you are servicing for contracts of a similar size and scope to those required by this RFP.

Bidder Reference Data Sheet	
Bidder's Name and FEIN	
1. Customer Name:	Location:
1 <sup>st</sup> individual	Phone #
2 <sup>nd</sup> individual	Phone #
Length of relationship	Dates of relationship:
Annual Value for most recent contract	Year:

Bidder Reference Data Sheet (cont'd)	
2. Customer Name:	Location:
1 <sup>st</sup> individual	Phone #
2 <sup>nd</sup> individual	Phone #
Length of relationship	Dates of relationship:
Annual Value for most recent contract	Year:
3. Customer Name:	Location:
1 <sup>st</sup> individual	Phone #
2 <sup>nd</sup> individual	Phone #
Length of relationship	Dates of relationship
Annual Value for most recent contract	Year
4. Customer Name:	Location:
1 <sup>st</sup> individual	Phone #
2 <sup>nd</sup> individual	Phone #
Length of relationship	Dates of relationship
Annual Value for most recent contract	Year

#### 4.4.2.4 Mandatory Contractor Data Sheet - Terminated Contracts

The bidder must provide all of the information requested. The bidder may provide its response on a separate attachment but should clearly state here that it is doing so:

Provide a list of contracts, if any, your firm has been terminated from during the last three years along with the reason that your contract was terminated. List

Mandatory Contractor Sheet – Terminated Contracts	
Bidder's Name and FEIN:	
1. Customer Name	Location
Contact person	Phone #
Reason for termination	Phone #
Date of Termination	Length of relationship
Annual Value for most recent contract	Year

2. Customer Name	Location
Contact person	Phone #
Reason for termination	Phone #
Date of Termination	Length of relationship
Annual Value for most recent contract	Year
3. Customer Name	Location
Contact person	Phone #
Reason for termination	Phone #
Date of Termination	Length of relationship
Annual Value for most recent contract	Year

#### 4.4.2.5 Samples/Sample Testing

Products offered must be in accordance with this RFP. Bid samples for all pricing lines for evaluation and testing purposes must be made available, upon request, at no charge and delivered to Property Management and Construction, at the bidder's expense. Bidders must, within 10 working days following a request from the State,

submit bid samples to Property Management and Construction. Bid samples will not be returned. Property Management and Construction will conduct laboratory tests to assure that the bid samples submitted for all pricing lines conform to this RFP. The State reserves the right to perform any tests necessary to assure that the bid samples conform to this RFP for all pricing lines. The testing results of the State are final.

#### **4.4.2.6 Financial Capability of the Bidder**

Within five days of a request by the State, the bidder shall provide proof of its financial capacity and capabilities to undertake and successfully complete the contract. To satisfy this requirement, the bidder shall submit a certified financial statement, including applicable notes, reflecting the bidder's assets, liabilities, net worth, revenues, expense, profit or loss and cash flow for the most recent calendar year or the bidder's most recent fiscal year; or if a certified financial statement is not available, then either a reviewed or compiled statement from an independent accountant setting forth the same information required for the certified financial statement. In addition, the bidder must submit a bank reference.

#### **4.4.2.7 Reserved**

#### **4.4.2.8 Disclosure of Investigations/Actions Involving Bidder**

The bidder shall provide a detailed description of any investigation, litigation, including administrative complaints or other administrative proceedings, involving any public sector clients during the past five years including the nature and status of the investigation, and, for any litigation, the caption of the action, a brief description of the action, the date of inception, current status, and, if applicable, disposition.

#### **4.4.3 Cost Proposal**

The bidder must submit its pricing using the State supplied price sheet(s) attached to this RFP. Failure to submit all information required will result in the bid being considered non-responsive. Each bidder is required to hold its prices firm through issuance of contract.

#### **4.4.4 Method of Bidding**

4.4.4.1 All pricing shall be based on a percentage discount from the current pricing as contained in the TRA-SER. The contractor will not be permitted to change its bid percentage during the term of the contract. Also, no price markups for any bid items will be accepted. The contractor is required to comply with manufacturer price reductions and increases which TRA-SER will automatically update with monthly software revisions.

4.4.4.2 All items must be bid as f.o.b. destination. This discount shall reflect the price for both delivery and pickup for the geographic region (north, central or south) being bid. Do not bid separate discounts for delivery and pickup service.

4.4.4.3 Multiple (10%, 20%,30%), ranges (10-30%) or fractional (9.5%) discounts will not be considered for an award.

4.4.4.4 The bidder may offer prices for the north, central or south zones. The bidder must bid all counties within a geographic zone in order to be considered for an award for that zone. The prices bid must apply to all Using Agencies within the geographic zone being bid. See Sections 1.2.1 and 4.4.2.1 of this RFP.

4.4.4.5 The bidder is required to bid a minimum of 176 TRA-SER of the line items listed on the pricing pages of this RFP. Failure to bid a minimum of 176 TRA-SER lines will result in rejection of the entire bid proposal.

4.4.4.6 The bidder's discount must be applied to the list price column of the Traser-Pro Plumbing/Mechanical and will also be based on the monthly update version of the Traser-Pro subscription.

4.4.4.7 Notwithstanding any provision to the contrary contained in this RFP, any line item shown in this RFP that is not actually contained within the TRA-SER, as verified by the Purchase Bureau, will not be evaluated or considered for award.

Any such line item, although shown in the RFP, will therefore be considered cancelled and will have no bearing on the evaluation of bids.

## **5.0 SPECIAL CONTRACTUAL TERMS AND CONDITIONS**

### **5.1 State Contract Manager**

The State Contract Manager is the State employee responsible for the overall management and administration of the contract.

The State Contract Manager for this project will be identified at the time of execution of contract. At that time, the contractor will be provided with the State Contract Manager name, department, division, agency, address, telephone number, fax phone number, and email address.

#### **5.1.1 State Contract Manager Responsibilities**

For an agency contract where only one State office uses the contract, the State Contract Manager will be responsible for engaging the contractor, assuring that Purchase Orders are issued to the contractor, directing the contractor to perform the work of the contract, approving the deliverables and approving payment vouchers. The State Contract Manager is the person that the contractor will contact **after the contract is executed** for answers to any questions and concerns about any aspect of the contract. The State Contract Manager is responsible for coordinating the use and resolving minor disputes between the contractor and any component part of the State Contract Manager's Department.

If the contract has multiple users, then the State Contract Manager shall be the central coordinator of the use of the contract for all Using Agencies, while other State employees engage and pay the contractor. All persons and agencies that use the contract must notify and coordinate the use of the contract with the State Contract Manager.

### **5.1.2 Other Duties of the State Contract Manager**

The State Contract Manager shall have the following additional duties:

- a) If the State Contract Manager determines that the Contractor has failed to perform the work of the contract and is unable to resolve that failure to perform directly with the contractor, the State Contract Manager shall file a formal complaint with the Contract Compliance Unit in the Division of Purchase and Property and request that office to assist in the resolution the contract performance problem with the contractor.
- b) The State Contract Manager is responsible for arranging for contract extensions and preparing any reprourement of the contract with the Purchase Bureau.
- c) The State Contract Manager is responsible for obtaining permission from the Director to reduce the scope of work, amend the contract or add work or special projects to the contract after contract award.
- d) The State Contract Manager is responsible for completion of the Project Performance Assessment Form for submission to the CCAU Unit of the Division, with a copy to the Associate Director of OMB; and
- e) The State Contract Manager is responsible for submitting the Contractor final deliverables to the Associate Director of OMB.
- f) The State Contract Manager is also responsible to formally report, to the Division of Purchase and Property's Assistant Director, CCAU, using the PB-36 Formal Complaint form, all instances when deliverables, i.e. commodities and/or services, are not in accordance with the contract specifications or scope of work. Variances from contract pricing shall be reported in this same manner to ensure

### **5.1.3 Coordination with the State Contract Manager**

Any contract user that is unable to resolve disputes with a contractor shall refer those disputes to the State Contract Manager for resolution. Any questions related to performance of the work of the contract by contract users shall be directed to the State Contract Manager. The contractor may contact the State Contract Manager if the contractor can not resolve a dispute with contract users.

## **5.2 Precedence of Special Contractual Terms and Conditions**

The contract awarded as a result of this RFP shall consist of this RFP, addendum to this RFP, the contractor's bid proposal and the Division's Notice of Award.

Unless specifically stated within this RFP, the Special Contractual Terms and Conditions of the RFP take precedence over the Standard Terms and Conditions [Appendix 1](#) of the RFP.

In the event of a conflict between the provisions of this RFP, including the Special Contractual Terms and Conditions and the Standard Terms and Conditions, and any Addendum to this RFP, the Addendum shall govern.

In the event of a conflict between the provisions of this RFP, including any Addendum to this RFP, and the bidder's bid proposal, the RFP and/or the Addendum shall govern.

### **5.3 Business Registration**

The following shall supplement the Standard Terms and Conditions pertaining to Business Registration set forth in, [Appendix 1, Section 1.1](#).

“Affiliate” means any entity that (1) directly, indirectly, or constructively controls another entity, (2) is directly, indirectly, or constructively controlled by another entity, or (3) is subject to the control of a common entity. An entity controls another entity if it owns, directly or individually, more than 50% of the ownership in that entity.

“Business organization” means an individual, partnership, association, joint stock company, trust, corporation, or other legal business entity or successor thereof;

“Business registration” means a business registration certificate issued by the Department of the Treasury or such other form or verification that a contractor or subcontractor is registered with the Department of Treasury;

“Contractor” means a business organization that seeks to enter, or has entered into, a contract to provide goods or services with a contracting agency;

“Contracting agency” means the principal departments in the Executive Branch of the State Government, and any division, board, bureau, office, commission or other instrumentality within or created by such department, or any independent State authority, commission, instrumentality or agency, or any State college or university, any county college, or any local unit; with respect to this Contract, the contracting agency shall mean the Division;

“Subcontractor” means any business organization that is not a contractor that knowingly provides goods or performs services for a contractor or another subcontractor in the fulfillment of a contract.

A bidder shall submit a copy of its business registration at the time of submission of its bid proposal in response to this RFP.

A subcontractor shall provide a copy of its business registration to any contractor who shall forward it to the contracting agency. No contract with a subcontractor shall be entered into by any contractor unless the subcontractor first provides proof of valid business registrations.

The contractor shall provide written notice to all subcontractors that they are required to submit a copy of their business registration to the contractor. The contractor shall maintain a list of the names of any subcontractors and their current addresses, updated as necessary during the course of the contract performance. The contractor shall submit to the contracting agency a copy of the list of subcontractors, updated as necessary during the course of performance of the contract. The contractor shall submit a complete and accurate list of the subcontractors to the contracting agency before a request for final payment is made to the Using Agency.

The contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall, during the term of the contract, collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due

pursuant to the "Sales and Use Tax Act, P.L. 1966, c. 30 (N.J.S.A. 54:32B-1 et seq.) on all their sales of tangible personal property delivered into the State.

This paragraph shall apply to all contracts awarded on and after September 1, 2004

#### **5.4 Contract Term and Extension Option**

The term of the contract shall be for a period of three (3) years. The anticipated "Contract Effective Date" is provided on the cover sheet of this RFP. If delays in the procurement process result in a change to the anticipated Contract Effective Date, the bidder agrees to accept a contract for the full term of the contract. The contract may be extended for all or part of two (2) one-year periods, by the mutual written consent of the contractor and the Director.

#### **5.5 Contract Transition**

In the event that a new contract has not been awarded prior to the contract expiration date, as may be extended herein, it shall be incumbent upon the contractor to continue the contract under the same terms and conditions until a new contract can be completely operational. At no time shall this transition period extend more than 120 days beyond the expiration date of the contract.

#### **5.6 Availability of Funds**

The State's obligation to pay the contractor is contingent upon the availability of appropriated funds from which payment for contract purposes is made. No legal liability on the part of the State for payment of any money shall arise unless funds are made available each fiscal year to the Using Agency by the Legislature.

#### **5.7 Contract Amendment**

Any changes or modifications to the terms of the contract shall only be valid when they have been reduced to writing and signed by the contractor and the Director.

#### **5.8 Procedural Requirements and Amendments**

5.8.1 The contractor shall comply with procedural instructions that may be issued from time to time by the Director.

5.8.2 During the period of the contract, no contractual changes are permitted, unless approved in writing by the Director.

5.8.3 The State reserves the right to separately procure individual requirements that are the subject of the contract during the contract term, when deemed by the Director to be in the State's best interest.

#### **5.9 Items Ordered and Delivered**

The Using Agencies are authorized to order and the contractors are authorized to ship only those items covered by the contracts resulting from this RFP. If a review of orders placed by the Using Agencies reveal that material other than that covered by the contract has been ordered and delivered, such delivery shall be a violation of the terms of the contract and may



be considered by the Director in the termination of the contract or in the award of any subsequent contract. The Director may take such steps as are necessary to have the items returned by the Agency, regardless of the time between the date of delivery and discovery of the violation. In such event, the contractor shall reimburse the State the full purchase price.

The contract involves items which are necessary for the continuation of ongoing critical State services. Any delay in delivery of these items would disrupt State services and would force the State to immediately seek alternative sources of supply on an emergency basis. Timely delivery is critical to meeting the State's ongoing needs.

#### **5.10 Reserved**

#### **5.11 Remedies for Non-Performance**

In the event that the contractor fails to comply with any material contract requirements, the Director may take steps to terminate the contract in accordance with the State administrative code. In this event, the Director may authorize the delivery of contract items by any available means, with the difference between the price paid and the defaulting contractor's price either being deducted from any monies due the defaulting contractor or being an obligation owed the State by the defaulting contractor.

Nothing in the contract shall be construed to be a waiver by the State of any warranty, expressed or implied, or any remedy at law or equity, except as specifically and expressly stated in a writing executed by the Director.

#### **5.12 Manufacturing/Packaging Requirements**

5.121.1 All products must conform in every respect to the standards and regulations established by Federal and New Jersey State laws.

5.12.2 All products shall be manufactured and packaged under modern sanitary conditions in accordance with good commercial practice.

5.12.3 All products are to be packaged in sizes as specified in this RFP and shall be packaged in such a manner as to insure delivery in first class condition and properly marked for identification. All shipments must be comprised of original cartons associated with the commercial industry represented by the actual product contained within each carton. Deliveries containing re-used, re-labeled, re-worked or alternate cartons are subject to rejection by the Using Agency at the contractor's expense.

#### **5.13 Reserved**

#### **5.14 Claims**

All claims asserted against the State by the contractor shall be subject to the New Jersey Tort Claims Act, N.J.S.A. 59:1-1.1, et seq., and/or the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq.

#### **5.15 Reserved**

#### **5.16 Reserved**

## **5.17 Contract Activity Report**

In conjunction with the standard record keeping requirements of this contract, as listed in paragraph 3.19 of this RFP's standard terms and conditions, the contractor must provide, on a quarterly basis, to the Purchase Bureau buyer assigned, a record of all purchases made under its contract. This information must be provided in a tabular format such that an analysis can be made to determine the contractor's total sales volume under contract, subtotaled by product and Using Agency.

Submission of purchase orders, confirmations, and/or invoices do not fulfill this contract requirement.

Contractors are encouraged to submit the required information in electronic spreadsheet format. The Purchase Bureau uses Microsoft Excel.

Failure to submit these mandated reports will be a factor in future award decisions.

## **5.18 Requirements of Executive Order 134**

In order to safeguard the integrity of State government procurement by imposing restrictions to insulate the award of State contracts from political contributions that pose the risk of improper influence, purchase of access, or the appearance thereof, Executive Order 134 was signed on September 22, 2004 ("EO 134"). Pursuant to the requirements of EO 134, the terms and conditions set forth in this section are material terms of any contract resulting from this RFP:

### **5.18.1 Definitions**

For the purpose of this section, the following shall be defined as follows:

- a) Contribution – means a contribution reportable as a recipient under "The New Jersey Campaign Contributions and Expenditures Reporting Act." P.L. 1973, c. 83 (C.19:44A-1 et seq.), and implementing regulations set forth at N.J.A.C. 19:25-7 and N.J.A.C. 19:25-10.1 et seq. Through December 31, 2004, contributions in excess of \$400 during a reporting period were deemed "reportable" under these laws. As of January 1, 2005, that threshold was reduced to contributions in excess of \$300.
- b) Business Entity – means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of New Jersey or any other state or foreign jurisdiction. It also includes (i)all principals who own or control more than 10 percent of the profits or assets of a business entity or 10 percent of the stock in the case of a business entity that is a corporation for profit, as appropriate; (ii)any subsidiaries directly or indirectly controlled by the business entity; (iii)any political organization organized under 26 U.S.C.A. 527 that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee; and (iv)if a business entity is a natural person, that person's spouse or child, residing in the same household.

### **5.18.2 Breach of Terms of Executive Order 134**

It shall be a breach of the terms of the contract for the Business Entity to (i)make or solicit a contribution in violation of this Order, (ii)knowingly conceal or misrepresent a contribution given or received; (iii)make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution; (iv)make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee or any candidate of holder of the public office of Governor, or to any State or county party committee; (v)engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or solicited by the business entity itself, would subject that entity to the restrictions of EO 134; (vi)fund contributions made by third parties, including consultants, attorneys, family members, and employees; (vii)engage in any exchange of contributions to circumvent the intent of EO 134; or (viii)directly or indirectly through or by any other person or means, do any act which would subject that entity to the restrictions of EO 134.

### **5.18.3 Certification and Disclosure Requirements**

- a) The State shall not enter into a contract to procure from any Business Entity services or any material, supplies or equipment, or to acquire, sell or lease any land or building, where the value of the transaction exceeds \$17,500, if that Business Entity has solicited or made any contribution of money, or pledge of contribution, including in-kind contributions to a candidate committee and/or election fund of any candidate for or holder of the public office of Governor, or to any State or county political party committee during certain specified time periods
- b) Prior to awarding any contract or agreement to any Business Entity, the Business Entity proposed as the intended awardee of the contract shall submit the Certification and Disclosure form, certifying that no contributions prohibited by Executive Order 134 have been made by the Business Entity and reporting all contributions the Business Entity made during the preceding four years to any political organization organized under 26 U.S.C.527 of the Internal Revenue Code that also meets the definition of a “continuing political committee” within the mean of N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.7. The required form and instructions, available for review on the Purchase Bureau website at: <http://www.state.nj.us/treasury/purchase/forms.htm#eo134> , shall be provided to the intended awardee for completion and submission to the Purchase Bureau with the Notice of Intent to Award. Upon receipt of a Notice of Intent to Award a Contract, the intended awardee shall submit to the Division, in care of the Purchase Bureau Buyer, the Certification and Disclosure(s) within five (5) business days of the State’s request. Failure to submit the required forms will preclude award of a contract under this RFP, as well as future contract opportunities.
- c) Further, the Contractor is required, on a continuing basis, to report any contributions it makes during the term of the contract, and any extension(s) thereof, at the time any such contribution is made. The required form and instructions, available for review on the Purchase Bureau website at: <http://www.state.nj.us/treasury/purchase/forms.htm#eo134>, shall be provided to the intended awardee with the Notice of Intent to Award.

### **5.18.4 State Treasurer Review**

The State Treasurer or his designee shall review the Disclosures submitted pursuant to this section, as well as any other pertinent information concerning the contributions or reports thereof by the intended awardee, prior to award, or during the term of the contract, by the contractor. If the State Treasurer determines that any contribution or action by the contractor constitutes a breach of contract that poses a conflict of interest in the awarding of the contract under this solicitation, the State Treasurer shall disqualify the Business Entity from award of such contract.

#### **5.19 Reserved**

### **6.0 PROPOSAL EVALUATION/CONTRACT AWARD**

#### **6.1 Contract Evaluation Criteria**

For a product bid that has been determined to be in compliance with this RFP, the contract shall be awarded on the basis of the following criteria, not necessarily listed in the order of importance:

##### **6.1.1 Price**

##### **6.1.2 Experience of the Bidder/The Bidder's Past Performance**

The bidder's past performance under similar contracts, including if applicable, the Division's vendor performance database.

##### **6.1.3 Minimum Lines Bid**

The bidder must submit bid prices for a minimum of 176 TRA-SER Line items as listed on the pricing pages (See Section 4.4.4.5 of this RFP)

#### **6.2 Oral Presentation and/or Clarification of Bid Proposal**

After the submission of bid proposals, unless requested by the State, contact with the State is limited to status inquiries only and such inquiries are only to be directed to the buyer. Any further contact or information about the proposal to the buyer or any other State official connected with the solicitation will be considered an impermissible supplementation of the bidder's bid proposal.

A bidder may be required to give an oral presentation to the Evaluation Committee concerning its bid proposal. The Evaluation Committee may also require a bidder to submit written responses to questions regarding its bid proposal.

The purpose of such communication with a bidder, either through an oral presentation or a letter of clarification, is to provide an opportunity for the bidder to clarify or elaborate on its bid proposal. Original bid proposals submitted, however, cannot be supplemented, changed, or corrected in any way. No comments regarding other bid proposals are permitted. Bidders may not attend presentations made by their competitors.

It is within the Evaluation Committee's discretion whether to require a bidder to give an oral presentation or require a bidder to submit written responses to questions regarding its bid proposal. Action by the Evaluation Committee in this regard should not be construed to imply acceptance or rejection of a bid proposal. The Purchase Bureau buyer will be the sole point of contact regarding any request for an oral presentation or clarification.

### **6.3 Contract Award**

Contract Awards shall be made on a line by line basis with reasonable promptness by written notice to those responsible bidders, whose bid proposals, conforming to this RFP, are most advantageous to the State, price, and other factors considered. Any or all bid proposals may be rejected when the State Treasurer or the Director determines that it is in the public interest so to do. For each of the three regions, a primary, secondary and tertiary contractor may be awarded each line item.

## **7.0 ATTACHMENTS, SUPPLEMENTS AND APPENDICES**

### **7.1 Attachments**

To be submitted with bid proposal.

1. [Ownership Disclosure Form](#)
2. [MacBride Principles Form](#)
3. [Affirmative Action Supplement Forms](#)
4. [Cooperative Purchasing Form](#)
5. [Reciprocity Form](#) (*Optional*)

### **7.2 Appendices**

1. [New Jersey Standard Terms and Conditions](#)

# ATTACHMENT 1 - OWNERSHIP DISCLOSURE FORM

## OWNERSHIP DISCLOSURE FORM

DEPARTMENT OF THE TREASURY  
DIVISION OF PURCHASE & PROPERTY  
STATE OF NEW JERSEY  
33 W. STATE ST., 9TH FLOOR  
PO BOX 230  
TRENTON, NEW JERSEY 08625-0230

BID NUMBER: 04-X-00000

BIDDER: \_\_\_\_\_  
\_\_\_\_\_

**INSTRUCTIONS:** Provide below the names, home addresses, dates of birth, offices held and any ownership interest of all officers of the firm named above. If additional space is necessary, provide on an attached sheet.

<u>NAME</u>	<u>HOME ADDRESS</u>	<u>DATE OF BIRTH</u>	<u>OFFICE HELD</u>	<u>OWNERSHIP INTEREST</u> (Shares Owned or % of Partnership)

**INSTRUCTIONS:** Provide below the names, home addresses, dates of birth, and ownership interest of all individuals not listed above, and any partnerships, corporations and any other owner having a 10% or greater interest in the firm named above. If a listed owner is a corporation or partnership, provide below the same information for the holders of 10% or more interest in that corporation or partnership. If additional space is necessary, provide that information on an attached sheet. Complete the certification at the bottom of this form. If this form has previously been submitted to the Purchase Bureau in connection with another bid, indicate changes, if any, where appropriate, and complete the certification below.

**If there are no owners with 10% or more interest in your firm, enter "None" below.**

<u>NAME</u>	<u>HOME ADDRESS</u>	<u>DATE OF BIRTH</u>	<u>OFFICE HELD</u>	<u>OWNERSHIP INTEREST</u> (Shares Owned or % of Partnership)

### COMPLETE ALL QUESTIONS BELOW

- |   | <u>YES</u> | <u>NO</u> |
|---|------------|-----------|
| 1. Within the past five years has another company or corporation had a 10% or greater interest in the firm identified above?<br>(If yes, complete and attach a separate disclosure form reflecting previous ownership interests.)   | _____      | _____     |
| 2. Has any person or entity listed in this form or its attachments ever been arrested, charged, indicted or convicted in a criminal or disorderly persons matter by the State of New Jersey, any other State or the U.S. Government? (If yes, attach a detailed explanation for each instance.)   | _____      | _____     |
| 3. Has any person or entity listed in this form or its attachments ever been suspended, debarred or otherwise declared ineligible by any agency of government from bidding or contracting to provide services, labor, material, or supplies? (If yes, attach a detailed explanation for each instance.)   | _____      | _____     |
| 4. Are there now any criminal matters or debarment proceedings pending in which the firm and/or its officers and/or managers are involved? (If yes, attach a detailed explanation for each instance.)   | _____      | _____     |
| 5. Has any Federal, State or Local license, permit or other similar authorization, necessary to perform the work applied for herein and held or applied for by any person or entity listed in this form, been suspended or revoked, or been the subject or any pending proceedings specifically seeking or litigating the issue of suspension or revocation? (If yes, attach a detailed explanation for each instance.) | _____      | _____     |

**CERTIFICATION:** I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that **I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers or information contained herein.** I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option, may declare any contract(s) resulting from this certification void and unenforceable.

I, being duly authorized, certify that the information supplied above, including all attached pages, is complete and correct to the best of my knowledge, I certify that all of the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

FEIN/SSN#: \_\_\_\_\_

Date \_\_\_\_\_

**ATTACHMENT 2 - MACBRIDE PRINCIPLES FORM**

**NOTICE TO ALL BIDDERS**  
**REQUIREMENT TO PROVIDE A CERTIFICATION**  
**IN COMPLIANCE WITH MACBRIDE PRINCIPLES**  
**AND NORTHERN IRELAND ACT OF 1989**

Pursuant to Public Law 1995, c. 134, a responsible bidder selected, after public bidding, by the Director of the Division of Purchase and Property, pursuant to N.J.S.A. 52:34-12, or the Director of the Division of Building and Construction, pursuant to N.J.S.A. 52:32-2, must complete the certification below by checking one of the two representations listed and signing where indicated. If a bidder who would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Directors may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another bidder who has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Directors find contractors to be in violation of the principles which are the subject of this law, they shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I certify, pursuant to N.J.S.A. 52:34-12.2 that the entity for which I am authorized to bid:

- \_\_\_\_\_ has no ongoing business activities in Northern Ireland and does not maintain a physical presence therein through the operation of offices, plants, factories, or similar facilities, either directly or indirectly, through intermediaries, subsidiaries or affiliated companies over which it maintains effective control; or
- \_\_\_\_\_ will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principles of nondiscrimination in employment as set forth in N.J.S.A. 52:18A-89.8 and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of their compliance with those principles.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

\_\_\_\_\_  
**Signature of Bidder**

\_\_\_\_\_  
**Name (Type or Print)**

\_\_\_\_\_  
**Title (Type or Print)**

\_\_\_\_\_  
**Company Name (Type or Print)**

\_\_\_\_\_  
**Date**

### **ATTACHMENT 3 – AFFIRMATIVE ACTION SUPPLEMENT**

<b>AFFIRMATIVE ACTION</b>	<b>TERM CONTRACT - ADVERTISED BID PROPOSAL</b>
DEPT OF THE TREASURY DIVISION OF PURCHASE & PROPERTY STATE OF NEW JERSEY 33 WEST STATE STREET, 9TH FLOOR PO BOX 230 TRENTON, NEW JERSEY 08625-0230	BID NUMBER: 04-X-00000  NAME OF BIDDER: _____
<b>SUPPLEMENT TO BID SPECIFICATIONS</b>	
<b>DURING THE PERFORMANCE OF THIS CONTRACT, THE CONTRACTOR AGREES AS FOLLOWS:</b>	
<p>1. THE CONTRACTOR OR SUBCONTRACTOR, WHERE APPLICABLE, WILL NOT DISCRIMINATE AGAINST ANY EMPLOYEE OR APPLICANT FOR EMPLOYMENT BECAUSE OF AGE, RACE, CREED, COLOR, NATIONAL ORIGIN, ANCESTRY, MARITAL STATUS, SEX, AFFECTIONAL OR SEXUAL ORIENTATION. THE CONTRACTOR WILL TAKE AFFIRMATIVE ACTION TO ENSURE THAT SUCH APPLICANTS ARE RECRUITED AND EMPLOYED, AND THAT EMPLOYEES ARE TREATED DURING EMPLOYMENT, WITHOUT REGARD TO THEIR AGE, RACE, CREED, COLOR, NATIONAL ORIGIN, ANCESTRY, MARITAL STATUS, SEX, AFFECTIONAL OR SEXUAL ORIENTATION. SUCH ACTION SHALL INCLUDE, BUT NOT BE LIMITED TO THE FOLLOWING: EMPLOYMENT, UPGRADING, DEMOTION, OR TRANSFER; RECRUITMENT OR RECRUITMENT ADVERTISING; LAYOFF OR TERMINATION; RATES OF PAY OR OTHER FORMS OF COMPENSATION; AND SELECTION FOR TRAINING, INCLUDING APPRENTICESHIP. THE CONTRACTOR AGREES TO POST IN CONSPICUOUS PLACES, AVAILABLE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT, NOTICES TO BE PROVIDED BY THE PUBLIC AGENCY COMPLIANCE OFFICER SETTING FORTH PROVISIONS OF THIS NONDISCRIMINATION CLAUSE;</p> <p>2. THE CONTRACTOR OR SUBCONTRACTOR, WHERE APPLICABLE WILL, IN ALL SOLICITATIONS OR ADVERTISEMENTS ,FOR EMPLOYEES PLACED BY OR ON BEHALF OF THE CONTRACTOR, STATE THAT ALL QUALIFIED APPLICANTS WILL RECEIVE CONSIDERATION FOR EMPLOYMENT WITHOUT REGARD TO AGE, RACE, CREED, COLOR, NATIONAL ORIGIN, ANCESTRY, MARITAL STATUS, SEX, AFFECTIONAL OR SEXUAL ORIENTATION.</p> <p>3. THE CONTRACTOR OR SUBCONTRACTOR, WHERE APPLICABLE, WILL SEND TO EACH LABOR UNION OR REPRESENTATIVE OR WORKERS WITH WHICH IT HAS A COLLECTIVE BARGAINING AGREEMENT OR OTHER CONTRACT OR UNDERSTANDING, A NOTICE, TO BE PROVIDED BY THE AGENCY CONTRACTING OFFICER ADVISING THE LABOR UNION OR WORKERS' REPRESENTATIVE OF THE CONTRACTOR'S COMMITMENTS UNDER THIS ACT AND SHALL POST COPIES OF THE NOTICE IN CONSPICUOUS PLACES AVAILABLE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT.</p> <p>4. THE CONTRACTOR OR SUBCONTRACTOR, WHERE APPLICABLE, AGREES TO COMPLY WITH THE REGULATIONS PROMULGATED BY THE TREASURER PURSUANT TO P.L. 1975, C. 127, AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME AND THE AMERICANS WITH DISABILITIES ACT.</p> <p>5. THE CONTRACTOR OR SUBCONTRACTOR AGREES TO ATTEMPT IN GOOD FAITH TO EMPLOY MINORITY AND FEMALE WORKERS CONSISTENT WITH THE APPLICABLE COUNTY EMPLOYMENT GOALS PRESCRIBED BY N.J.A.C. 17:27-5.2 PROMULGATED BY THE TREASURER PURSUANT TO P.L. 1975, C. 127, AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME OR IN ACCORDANCE WITH A BINDING DETERMINATION OF THE APPLICABLE COUNTY EMPLOYMENT GOALS DETERMINED BY THE AFFIRMATIVE ACTION OFFICE PURSUANT TO N.J.A.C. 17:27-5.2 PROMULGATED BY THE TREASURER PURSUANT TO P.L. 1975, C. 127, AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME.</p> <p>6. THE CONTRACTOR OR SUBCONTRACTOR AGREES TO INFORM IN WRITING APPROPRIATE RECRUITMENT AGENCIES IN THE AREA, INCLUDING EMPLOYMENT AGENCIES, PLACEMENT BUREAUS, COLLEGES, UNIVERSITIES, LABOR UNIONS, THAT IT DOES NOT DISCRIMINATE ON THE BASIS OF AGE, CREED, COLOR, NATIONAL ORIGIN, ANCESTRY, MARITAL STATUS, SEX, AFFECTIONAL OR SEXUAL ORIENTATION, AND THAT IT WILL DISCONTINUE THE USE OF ANY RECRUITMENT AGENCY WHICH ENGAGES IN DIRECT OR INDIRECT DISCRIMINATORY PRACTICES.</p> <p>7. THE CONTRACTOR OR SUBCONTRACTOR AGREES TO REVISE ANY OF ITS TESTING PROCEDURES, IF NECESSARY, TO ASSURE THAT ALL PERSONNEL TESTING CONFORMS WITH THE PRINCIPLES OF JOB-RELATED TESTING, AS ESTABLISHED BY THE STATUTES AND COURT DECISIONS OF THE STATE OF NEW JERSEY AND AS ESTABLISHED BY APPLICABLE FEDERAL LAW AND APPLICABLE FEDERAL COURT DECISIONS.</p> <p>8. THE CONTRACTOR OR SUBCONTRACTOR AGREES TO REVIEW ALL PROCEDURES RELATING TO TRANSFER, UPGRADING, DOWNGRADING AND LAYOFF TO ENSURE THAT ALL SUCH ACTIONS ARE TAKEN WITHOUT REGARD TO AGE, CREED, COLOR, NATIONAL ORIGIN, ANCESTRY, MARITAL STATUS, SEX, AFFECTIONAL OR SEXUAL ORIENTATION, AND CONFORM WITH THE APPLICABLE EMPLOYMENT GOALS, CONSISTENT WITH THE STATUTES AND COURT DECISIONS OF THE STATE OF NEW JERSEY, AND APPLICABLE FEDERAL LAW AND APPLICABLE FEDERAL COURT DECISIONS.</p> <p>THE CONTRACTOR AND ITS SUBCONTRACTORS SHALL FURNISH SUCH REPORTS OR OTHER DOCUMENTS TO THE AFFIRMATIVE ACTION OFFICE AS MAY BE REQUESTED BY THE OFFICE FROM TIME TO TIME IN ORDER TO CARRY OUT THE PURPOSES OF THESE REGULATIONS, AND PUBLIC AGENCIES SHALL FURNISH SUCH INFORMATION AS MAY BE REQUESTED BY THE AFFIRMATIVE ACTION OFFICE FOR CONDUCTING A COMPLIANCE INVESTIGATION PURSUANT TO SUBCHAPTER 10 OF THE ADMINISTRATIVE CODE (NJAC17:27).</p> <p><b>* NO FIRM MAY BE ISSUED A PURCHASE ORDER OR CONTRACT WITH THE STATE UNLESS THEY COMPLY WITH THE AFFIRMATIVE ACTION REGULATIONS</b></p> <p><b><u>PLEASE CHECK APPROPRIATE BOX (ONE ONLY)</u></b></p> <p><input type="checkbox"/> I HAVE A CURRENT NEW JERSEY AFFIRMATIVE ACTION CERTIFICATE, (PLEASE ATTACH A COPY TO YOUR PROPOSAL).</p> <p><input type="checkbox"/> I HAVE A VALID FEDERAL AFFIRMATIVE ACTION PLAN APPROVAL LETTER, (PLEASE ATTACH A COPY TO YOUR PROPOSAL).</p> <p><input type="checkbox"/> I HAVE COMPLETED THE ENCLOSED FORM AA302 AFFIRMATIVE ACTION EMPLOYEE INFORMATION REPORT.</p>	



# INSTRUCTIONS FOR COMPLETING THE AFFIRMATIVE ACTION EMPLOYEE INFORMATION REPORT (FORM AA302)

## IMPORTANT:

READ THE FOLLOWING INSTRUCTIONS CAREFULLY BEFORE COMPLETING THE FORM. PRINT OR TYPE ALL INFORMATION. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM MAY DELAY ISSUANCE OF YOUR CERTIFICATE.

**Item 1** - Enter the Federal Identification Number assigned to the Contractor or vendor by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for, but not yet issued, write the words "applied for",

or

If your business is such that you have not, or will not receive a Federal Employee Identification Number, enter the Social Security Number assigned to the single owner or to a partner, in case of partnership.

**Item 2** - Check the box appropriate to your TYPE OF BUSINESS. If you are engaged in more than one type of business, check the predominant one. If you are a manufacturer deriving more than 50% of your receipts from your own retail outlets, check "Retail".

**Item 3** - Enter the total "number" of employees in the entire company, including part-time employees. This number shall include all facilities in the entire firm or corporation.

**Item 4** - Enter the name by which the company is identified. If there is more than one company name, enter the predominant one.

**Item 5** - Enter the physical location of the company, include City, County, State and Zip Code.

**Item 6** - Enter the name of any parent or affiliated company including City, State and Zip Code. If there is none, so indicate by entering "None" or N/A.

**Item 7** - Check the appropriate box for the total number of employees in the entire company. "Entire Company" shall include all facilities in the entire firm or corporation, including part-time employees, not use those employees at the facility being awarded the contract.

**Item 8** - Check the box appropriate to your type of company establishment. Single-establishment Employer shall include an employer whose business is conducted at more than one location.

**Item 9** - If multi-establishment was entered in Item 8, enter the number of establishments within the State of New Jersey.

**Item 10** - Enter the total number of employees at the establishment being awarded the contract.

**Item 11** - Enter the name of the Public Agency awarding the contract. Include City, State and Zip Code.

**Item 12** - Enter the appropriate figures on all lines and in all columns. THIS SHALL ONLY INCLUDE EMPLOYMENT DATA FROM THE FACILITY THAT IS BEING AWARDED THE CONTRACT. DO NOT list the same employee in more than one job category.

Racial/Ethnic Groups will be so defined:

Black: Not of Hispanic origin. Persons have origin in any of the Black racial groups of Africa.

Hispanic: Persons of Mexican, Puerto Rican, Cuban or Central or South American or other Spanish culture or origin, regardless of race.

American Indian or Alaskan Native: Persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

Asian or Pacific Islander: Persons having origin in any of the peoples of the Far East, Southeast Asia, the Indian Subcontinent or the Pacific Islands. This area includes for example, China, Japan, the Philippine Islands and Somoa.

**Item 13** - Check the appropriate box, if the race or ethnic group information was not obtained by 1 or 2, specify by what other means this was done in 3.

**Item 14** - Enter the dates of the payroll period used to prepare the employment data presented in Item 12.

**Item 15** - If this is the first time an Employee Information Report has been submitted for this company, check block "Yes".

**Item 16** - If the answer to Item 15 is "No", enter the date when the last Employee Information Report was submitted by this company.

**Item 17** - Print or type the name of the person completing this form. Include the signature, title and date.

**Item 18** - Enter the physical location where the form is being completed. Include City, State, Zip Code and Phone Number.

**State of New Jersey**  
**AFFIRMATIVE ACTION EMPLOYEE INFORMATION REPORT**

**IMPORTANT - READ INSTRUCTIONS ON PRIOR PAGE CAREFULLY BEFORE COMPLETING FORM. TYPE OR PRINT SHARP BALL POINT PEN. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM MAY DELAY ISSUANCE OF YOUR CERTIFICATE.**

**SECTION A - COMPANY IDENTIFICATION**

1. FID. NO. OR SOCIAL SECURITY	2. TYPE OF BUSINESS <input type="checkbox"/> 1. MFG. <input type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE <input type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER	3. TOTAL NO. OF EMPLOYEES IN THE ENTIRE COMPANY
4. COMPANY NAME		
5. STREET	CITY	COUNTY STATE ZIP CODE
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE)		CITY STATE ZIP CODE
7. DOES THE ENTIRE COMPANY HAVE A TOTAL OF AT LEAST 50 EMPLOYEES? <input type="checkbox"/> YES <input type="checkbox"/> NO		
8. CHECK ONE: IS THE COMPANY: <input type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER		
9. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN N.J.: [      ]		
10. TOTAL NUMBER OF EMPLOYEES AT THE ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT: [      ]		
11. PUBLIC AGENCY AWARDED CONTRACT:		CITY STATE ZIP CODE

**OFFICIAL USE ONLY**

<b>DATE RECEIVED</b>		<b>OUT OF STATE PERCENTAGES</b>	<b>ASSIGNED CERTIFICATION NUMBER</b>
MO/DAY/YR	COUNTY	MINORITY FEMALE	

**SECTION B - EMPLOYMENT DATA**

12. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority categories, in columns 1, 2, & 3.

JOB CATEGORIES	ALL EMPLOYEES			MINORITY GROUP EMPLOYEES (PERMANENT)							
	Col. 1 TOTAL (Cols. 2&3)	Col. 2 MALE	Col. 3 FEMALE	MALE				FEMALE			
				BLACK	HISPANIC	AMERICAN INDIAN	ASIAN	BLACK	HISPANIC	AMERICAN INDIAN	ASIAN
Officials and Managers											
Professionals											
Technicians											
Sales Workers											
Office and Clerical											
Craftworkers (Skilled)											
Operatives (Semi-skilled)											
Laborers (Unskilled)											
Service Workers											
<b>TOTAL</b>											
Total employment from Previous Report (if any)											

The data below shall NOT be included in the request for the categories above.

Temporary and Part-time Employees	
13. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? <input type="checkbox"/> 1. VISUAL SURVEY <input type="checkbox"/> 2. EMPLOYMENT RECORD <input type="checkbox"/> 3. OTHER (SPECIFY)	15. IS THIS THE FIRST EMPLOYEE INFORMATION REPORT (AA.302) SUBMITTED? <input type="checkbox"/> 1. YES <input type="checkbox"/> 2. NO
14. DATES OF PAYROLL PERIOD USED	16. IF NO, DATE OF LAST REPORT SUBMITTED   MO.   DAY   YEAR

**SECTION C - SIGNATURE AND IDENTIFICATION**

17. NAME OF PERSON COMPLETING FORM (PRINT OR TYPE)(?CONTRACTOR EEO OFFICER)	SIGNATURE	TITLE	MO.   DAY   YEAR
18. ADDRESS (NO. & STREET)	(CITY)	(STATE) (ZIP CODE)	PHONE (AREA CODE, NO. & EXTENSION)

**FORM AA302**

## **ATTACHMENT 4 - COOPERATIVE PURCHASING FORM**

DEPARTMENT OF THE TREASURY PURCHASE BUREAU STATE OF NEW JERSEY 33 WEST STATE STREET PO BOX 230 TRENTON, NJ 08625-0230	NUMBER: BID OPEN DATE: TIME: T-NUMBER: BIDDERS NAME: BIDDERS FID:
--	--

### **IMPORTANT NOTICE**

BIDDERS ARE ADVISED TO REVIEW THE ATTACHED REQUEST FOR PROPOSAL (RFP) AND ANSWER THE CONTRACT EXTENSION QUESTION LISTED BELOW.

#### **AGREEMENT TO EXTEND STATE CONTRACT TERMS TO QUASI-STATE AGENCIES, COUNTIES, MUNICIPALITIES, SCHOOL DISTRICTS, COUNTY COLLEGES AND STATE COLLEGES**

THE QUESTION BELOW ELICITS THE BIDDER'S ADVANCE AGREEMENT TO OR REJECTION OF THE USE OF THIS STATE CONTRACT BY THE FOLLOWING ENTITIES:

N.J.S.A. 52:27B-56.1 PERMITS THE PARTICIPATION OF QUASI-STATE AGENCIES IN STATE CONTRACTS.

N.J.S.A. 52:25-16.1 ALLOWS THE DIRECTOR TO EXTEND IN ADVANCE THE LOCAL USE OF STATE CONTRACTS BY INCLUDING A PROVISION FOR SUCH PURCHASES IN THE STATE CONTRACT.

N.J. S.A. 52 :25-16.2 PERMITS VOLUNTEER FIRE DEPARTMENTS, SQUADS TO PARTICIPATE IN STATE CONTRACTS.

VOLUNTEER FIRST AID SQUADS AND RESCUE

N.J.S.A. 52:25-16.5 PERMITS INDEPENDENT INSTITUTIONS OF HIGHER EDUCATION TO PARTICIPATE IN STATE CONTRACTS.

N.J.S.A. 18A:64A-25.9 PERMITS ANY COLLEGE TO PARTICIPATE IN STATE CONTRACTS.

N.J.S.A. 18A:64-60 PERMITS ANY STATE COLLEGE TO PARTICIPATE IN STATE CONTRACTS.

N.J.S.A. 40:11-12 AND N.J.S.A. 18A:18A-10 TO ALLOW COUNTIES, MUNICIPALITIES AND SCHOOL DISTRICTS TO USE SUCH STATE CONTRACTS AND TO DEAL "DIRECTLY" WITH STATE CONTRACT VENDORS INSTEAD OF BIDDING THE ITEMS.

THE SAME PRICE MUST BE ESTABLISHED FOR THE STATE AND FOR LOCAL GOVERNMENTS; OTHER TERMS AND CONDITIONS ALSO MUST BE THE SAME UNLESS A PARTICULAR TERM OR CONDITION IS SPECIFICALLY IDENTIFIED OTHERWISE IN THE RFP BY THE STATE.

A BIDDER'S WILLINGNESS OR UNWILLINGNESS TO EXTEND WILL "NOT" BE A FACTOR IN DETERMINING THE STATE AWARD. THE DIRECTOR WILL "NOT" AWARD A SEPARATE CONTRACT FOR LOCAL USE. THE VENDOR MAY NOT CHANGE HIS DECISION DURING THE CONTRACT TERM.

DO YOU AGREE TO EXTEND ANY STATE CONTRACTS AWARDED AS A RESULT OF THIS RFP TO THE AFOREMENTIONED ENTITIES AT THE SAME PRICE AND COMMON TERMS AND CONDITIONS?

YES \_\_\_\_\_

NO \_\_\_\_\_

IF THE BIDDER DOES NOT CHECK "YES" OR "NO" TO THE ABOVE QUESTION, THE ANSWER WILL BE CONSIDERED AS "NO" .

**NOTE: NO CONTRACT WILL BE EXTENDED TO THESE ENTITIES UNLESS THE DIRECTOR OF THE DIVISION OF PURCHASE AND PROPERTY SPECIFICALLY PROVIDES FOR THE EXTENSION AT THE TIME OF THE AWARD.**

**ATTACHMENT 5 - RECIPROCITY FORM**

**RECIPROCITY FORM**  
**(Optional Submission)**

**IMPORTANT NOTICE TO ALL BIDDERS**

Effective October 7, 1991 in accordance with N.J.S.A. 52:32-1.4 and N.J.A.C. 17:12-2.13, the State of New Jersey will invoke reciprocal action against an out-of-State bidder whose State or locality maintains a preference practice for their bidders.

For States having preference laws, regulations, or practices, New Jersey will use the annual surveys compiled by the Council of State Governments, National Association of State Purchasing Officials, or the National Institute of Governmental Purchasing to invoke reciprocal actions. The State may obtain additional information anytime it deems appropriate to supplement the above survey information.

Any bidder may submit information related to preference practices enacted for a local entity outside the State of New Jersey. This information may be submitted in writing as part of the bid response proposal, and should be in the form of resolutions passed by an appropriate governing body, regulations, a Notice to Bidders, laws, etc. It is the responsibility of the bidder to provide the documentation with the bid proposal or submit it to the Director, Division of Purchase and Property within five (5) working days of the public bid opening. Written evidence for a specific procurement that is not provided to the Director within five working days of the public bid opening will not be considered in the evaluation of that procurement, but will be retained and considered in the evaluation of subsequent procurements.

Any bidder having evidence of out-of-State local entities invoking preference practices should complete the form below, with a copy of appropriate documentation. The form and documentation may be submitted with your bid response proposal.

.....  
**Name of Locality having preference practices:**

City /Town/Authority	
County	
State	

☐ Documentation Attached

☐ Resolution      ☐ Regulations/Laws  
☐ Notice to Bidder      ☐ Other \_\_\_\_\_

Name of Firm Submitting this information \_\_\_\_\_

## **APPENDIX 1 - NJ STATE STANDARD TERMS AND CONDITIONS**

### **STATE OF NEW JERSEY STANDARD TERMS AND CONDITIONS**

- I. Unless the bidder is specifically instructed otherwise In the Request for Proposal, the following terms and conditions will apply to all contracts or purchase agreements made with the State of New Jersey. These terms are in addition to the terms and conditions set forth in the Request for Proposal (RFP) and should be read in conjunction with same unless the RFP specifically indicates otherwise. If a bidder proposes changes or modifications or takes exception to any of the State's terms and conditions, the bidder must so state specifically in writing in the bid proposal. Any proposed change, modification or exception in the State's terms and conditions by a bidder will be a factor in the determination of an award of a contractor purchase agreement.
- II. All of the State's terms and conditions will become a part of any contract(s) or order(s) awarded as a result of the Request for Proposal, whether stated in part, in summary or by reference. In the event the bidder's terms and conditions conflict with the State's, the State's terms and conditions will prevail, unless the bidder is notified in writing of the State's acceptance of the bidder's terms and conditions.
- III. The statutes, laws or codes cited are available for review at the New Jersey State Library, 185 West State Street, Trenton, New Jersey 08625.
- IV. If awarded a contract or purchase agreement, the bidder's status shall be that of any independent principal and not as an employee of the State.

#### **1. STATE LAW REQUIRING MANDATORY COMPLIANCE BY ALL CONTRACTORS**

**BUSINESS REGISTRATION** –Effective September 1, 2004, pursuant to an amendment to N.J.S.A. 52:32-44, State and local entities (including the Division of Purchase and Property) are prohibited from entering into a contract with an entity unless the contractor has provided a copy of its business registration certificate (or interim registration) as part of its bid submission. Failure to submit a copy of the Business Registration Certificate within the bid proposal may be cause for rejection of the bid proposal.

The contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall, during the term of the contract, collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and Use Tax Act, P.L. 1966, c. 30 (N.J.S.A. 54:32B-1 et seq.) on all their sales of tangible personal property delivered into the State. This requirement shall apply to all contracts awarded on and after September 1, 2004. Any questions in this regard can be directed to the Division of Revenue at (609) 292-1730. Form NJ-REG can be filed online at <http://www.state.nj.us/treasury/revenue/busregcert.htm>

**1.2 ANTI-DISCRIMINATION** - All parties to any contract with the State of New Jersey agree not to discriminate in employment and agree to abide by all anti-discrimination laws including those contained within N.J.S.A. 10:2-1 through N.J.S.A. 10:2-4, N.J.S.A.10:5-1 et seq. and N.J.S.A.10:5-31 through 10:5-38, and all rules and regulations issued there under.

**1.3 PREVAILING WAGE ACT** - The New Jersey Prevailing Wage Act, N.J.S.A. 34: 11-56.26 et seq. is hereby made part of every contract entered into on behalf of the State of New Jersey through the Division of Purchase and Property, except those contracts which are not within the contemplation of the Act. The bidder's signature on this proposal is his guarantee that neither he nor any subcontractors he might employ to perform the work covered by this proposal has been suspended or debarred by the Commissioner, Department of Labor for violation of the provisions of the Prevailing Wage Act.

**1.4 AMERICANS WITH DISABILITIES ACT** - The contractor must comply with all provisions of the Americans With Disabilities Act (ADA), P.L 101-336, in accordance with 42 U.S.C. 12101 et seq.

**1.5 THE WORKER AND COMMUNITY RIGHT TO KNOW ACT** - The provisions of N.J.S.A. 34:5A-I et seq. which require the labeling of all containers of hazardous substances are applicable to this contract. Therefore, all goods offered for purchase to the State must be labeled by the contractor in compliance with the provisions of the Act.

**1.6 OWNERSHIP DISCLOSURE** - Contracts for any work, goods or services cannot be issued to any corporation or partnership unless prior to or at the time of bid submission the bidder has disclosed the names and addresses of all its owners holding 10% or more of the corporation or partnership's stock or interest. Refer to N.J.S.A. 52:25-24.2.

- 1.7 COMPLIANCE - LAWS** - The contractor must comply with all local, state and federal laws, rules and regulations applicable to this contract and to the goods delivered and/or services performed hereunder.
- 1.8 COMPLIANCE - STATE LAWS** - It is agreed and understood that any contracts and/or orders placed as a result of this proposal shall be governed and construed and the rights and obligations of the parties hereto shall be determined in accordance with the laws of the STATE OF NEW JERSEY.
- 1.9 COMPLIANCE - CODES** - The contractor must comply with NJUCC and the latest NEC70, B.O.C.A. Basic Building code, OSHA and all applicable codes for this requirement. The contractor will be responsible for securing and paying all necessary permits, where applicable.

## **2. LIABILITIES**

- 2.1 LIABILITY - COPYRIGHT** - The contractor shall hold and save the State of New Jersey, its officers, agents, servants and employees, harmless from liability of any nature or kind for or on account of the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of his contract.
- 2.2 INDEMNIFICATION** - The contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless the State of New Jersey and its employees from and against any and all claims, demands, suits, actions, recoveries, judgments and costs and expenses in connection therewith on account of the loss of life, property or injury or damage to the person, body or property of any person or persons whatsoever, which shall arise from or result directly or indirectly from the work and/or materials supplied under this contract. This indemnification obligation is not limited by, but is in addition to the insurance obligations contained in this agreement.
- 2.3 INSURANCE** - The contractor shall secure and maintain in force for the term of the contract liability insurance as provided herein. The Contractor shall provide the State with current certificates of insurance for all coverages and renewals thereof, naming the State as an additional insured and which must contain the proviso that the insurance provided in the certificate shall not be canceled for any reason except after thirty days written notice to:

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The insurance to be provided by the contractor shall be as follows:

- a. a Commercial General Liability policy as broad as the standard coverage forms in use in the State of New Jersey which shall not be circumscribed by any endorsements limiting the breadth of coverage.

The limits of liability for bodily injury and property damage shall not be less than \$1 million per occurrence as a combined single limit.

- b. Automobile liability insurance which shall be written to cover any automobile used by the insured. Limits of liability for bodily injury and property damage shall not be less than \$1 million per occurrence as a combined single limit.
- c. Worker's Compensation Insurance applicable to the laws of the State of New Jersey and Employers Liability Insurance with limits not less than:

\$1,000,000 BODILY INJURY, EACH OCCURRENCE  
\$1,000,000 DISEASE EACH EMPLOYEE  
\$1,000,000 DISEASE AGGREGATE LIMIT

## **3. TERMS GOVERNING ALL PROPOSALS TO NEW JERSEY PURCHASE BUREAU**

- 3.1 CONTRACT AMOUNT** - The estimated amount of the contract(s), when stated on the Advertised Request for Proposal form, shall not be construed as either the maximum or minimum amount which the State shall be obliged to order as the result of this Request for Proposal or any contract entered into as a result of this Request for Proposal.
- 3.2 CONTRACT PERIOD AND EXTENSION OPTION** - If, in the opinion of the Director of the Division of Purchase and Property, it is in the best interest of the State to extend a contract entered into as a result of this Request for Proposal, the contractor will be so notified of the Director's Intent at least 30 days prior to the expiration date of the existing contract. The contractor shall have 15 calendar days to respond to the Director's request to extend the contract. If the contractor agrees to the extension, all terms and conditions of the original contract, including price, will be applicable.

### **3.3 BID AND PERFORMANCE SECURITY**

- a. Bid Security - If bid security is required, such security must be submitted with the bid in the amount listed in the Request for Proposal, see N.J.A.C. 17: 12- 2.4. Acceptable forms of bid security are as follows:

1. A properly executed individual or annual bid bond issued by an insurance or security company authorized to do business in the State of New Jersey, a certified or cashier's check drawn to the order of the Treasurer, State of New Jersey, or an irrevocable letter of credit drawn naming the Treasurer, State of New Jersey as beneficiary issued by a federally insured financial institution.
2. The State will hold all bid security during the evaluation process. As soon as is practicable after the completion of the evaluation, the State will:
  - a. Issue an award notice for those offers accepted by the State;
  - b. Return all bond securities to those who have not been issued an award notice.

All bid security from contractors who have been issued an award notice shall be held until the successful execution of all required contractual documents and bonds (performance bond, insurance, etc. If the contractor fails to execute the required contractual documents and bonds within thirty (30) calendar days after receipt of award notice, the contractor may be found in default and the contract terminated by the State. In case of default, the State reserves all rights inclusive of, but not limited to, the right to purchase material and/or to complete the required work in accordance with the New Jersey Administrative Code and to recover any actual excess costs from the contractor. Collection against the bid security shall be one of the measures available toward the recovery of any excess costs.

- b. Performance Security - If performance security is required, the successful bidder shall furnish performance security in such amount on any award of a term contractor line item purchase, see N.J.A.C. 17: 12- 2.5. Acceptable forms of performance security are as follows:
  1. The contractor shall be required to furnish an irrevocable security in the amount listed in the Request for Proposal payable to the Treasurer, State of New Jersey, binding the contractor to provide faithful performance of the contract.
  2. The performance security shall be in the form of a properly executed individual or annual performance bond issued by an insurance or security company authorized to do business in the State of New Jersey, a certified or cashier's check drawn to the order of the Treasurer, State of New Jersey, or an irrevocable letter of credit drawn naming the Treasurer, State of New Jersey as beneficiary issued by a federally insured financial institution.

The Performance Security must be submitted to the State within 30 days of the effective date of the contract award and cover the period of the contract and any extensions thereof. Failure to submit performance security may result in cancellation of contract for cause pursuant to provision 3.5b,1, and nonpayment for work performed.

- 3.4 VENDOR RIGHT TO PROTEST - INTENT TO AWARD** - Except in cases of emergency, bidders have the right to protest the Director's proposed award of the contract as announced in the Notice of Intent to Award, see N.J.A.C. 17:12-3.3. Unless otherwise stated, a bidder's protest must be submitted to the Director within 10 working days after receipt of written notification that his bid has not been accepted or that an award of contract has been made. In the public interest, the Director may shorten this protest period, but shall provide at least 48 hours for bidders to respond to a proposed award. In cases of emergency, stated in the record, the Director may waive the appeal period. See N.J.A.C. 17: 12- 3 et seq.

### **3.5 TERMINATION OF CONTRACT**

- a. For Convenience

Notwithstanding any provision or language in this contract to the contrary, the Director may terminate at any time, in whole or in part, any contract entered into as a result of this Request for Proposal for the convenience of the State, upon no less than 30 days written notice to the contractor.

- b. For cause:

1. Where a contractor fails to perform or comply with a contract, and/or fails to comply with the complaints procedure in N.J.A.C. 17: 12-4.2 et seq., the Director may terminate the contract upon 10 days notice to the contractor with an opportunity to respond.
2. Where a contractor continues to perform a contract poorly as demonstrated by formal complaints, late delivery, poor performance of service, short-shipping etc., so that the Director is repeatedly required to use the complaints procedure in N.J.A.C. 17:12-4.2 et seq. the Director may terminate the contract upon 10 days notice to the contractor with an opportunity to respond.
- c. In cases of emergency the Director may shorten the time periods of notification and may dispense with an opportunity to respond.
- d. In the event of termination under this section, the contractor will be compensated for work performed in accordance with the contract, up to the date of termination. Such compensation may be subject to adjustments.

**3.6 COMPLAINTS** - Where a bidder has a history of performance problems as demonstrated by formal complaints and/or contract cancellations for cause pursuant to 3.5b a bidder may be bypassed for this award. See N.J.A.C. 17:12-2.8.

**3.7 EXTENSION OF CONTRACT QUASI-STATE AGENCIES** - It is understood and agreed that in addition to State Agencies, Quasi-State Agencies may also participate in this contract. Quasi-State Agencies are defined in N.J.S.A. 52:27B-56.1 as any agency, commission, board, authority or other such governmental entity which is established and is allocated to a State department or any bi-state governmental entity of which the State of New Jersey is a member.

**3.8 EXTENSION OF CONTRACTS TO POLITICAL SUBDIVISIONS, VOLUNTEER FIRE DEPARTMENTS AND FIRST AID SQUADS, AND INDEPENDENT INSTITUTIONS OF HIGHER EDUCATION - N.J.S.A. 52:25-16.1** permits counties, municipalities and school districts to participate in any term contract(s), that may be established as a result of this proposal.

N.J.S.A. 52:25-16.2 permits volunteer fire departments, volunteer first aid squads and rescue squads to participate in any term contract(s) that may be established as a result of this proposal.

N.J.S.A. 52:25-16.5 permits independent institutions of higher education to participate in any term contract(s) that may be established as a result of this proposal, provided that each purchase by the Independent Institution of higher education shall have a minimum cost of \$500.

In order for the State contract to be extended to counties, municipalities, school districts, volunteer fire departments, first aid squads and independent institutions of higher education the bidder must agree to the extension and so state in his bid. proposal. The extension to counties municipalities, school districts, volunteer fire departments, first aid squads and Independent Institutions of higher education must 'be under the same terms and conditions, including price, applicable to the State.

**3.9 EXTENSIONS OF CONTRACTS TO COUNTY COLLEGES - N.J.S.A. 18A:64A - 25. 9** permits any college to participate in any term contract(s) that may be established as a result of this proposal.

**3.10 EXTENSIONS OF CONTRACTS TO STATE COLLEGES - N.J.S.A. 18A:64- 60** permits any State College to participate in any term contract(s) that may be established as a result of this proposal.

**3.11 SUBCONTRACTING OR ASSIGNMENT** - The contract may not be subcontracted or assigned by the contractor, in whole or in part, without the prior written consent of the Director of the Division of Purchase and Property. Such consent, if granted, shall not relieve the contractor of any of his responsibilities under the contract.

In the event the bidder proposes to subcontract for the services to be performed under .the terms of the contract award, he shall state so in his bid and attach for approval a list of said subcontractors and an Itemization of the products and/or services to be supplied by them.

Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractor and the State.

**3.12 MERGERS, ACQUISITIONS** - If, subsequent to the award of any contract resulting from this Request for Proposal, the contractor shall merge with or be acquired by another firm, the following documents must be submitted to the Director, Division of Purchase & Property.

- a. Corporate resolutions prepared by the awarded contractor and new entity ratifying acceptance of the original contract, terms, conditions and prices.
- b. State of New Jersey Bidders Application reflecting all updated information including ownership disclosure, pursuant to provision 1.5.
- c. Vendor Federal Employer Identification Number.

The documents must be submitted within thirty (30) days of completion of the merger or acquisition. Failure to do so may result in termination of contract pursuant to provision 3.5b.

If subsequent to the award of any contract resulting from this Request for Proposal, the contractor's partnership or corporation shall dissolve, the Director, Division of Purchase & Property must be so notified. All responsible parties of the dissolved partnership or corporation must submit to the Director in writing, the names of the parties proposed to perform the contract, and the names of the parties to whom payment should be made. No payment should be made until all parties to the dissolved partnership or corporation submit the required documents to the Director.

**3.13 PERFORMANCE GUARANTEE OF BIDDER** - The bidder hereby certifies that:



- a. The equipment offered is standard new equipment, and is the manufacturer's latest model in production, with parts regularly used for the type of equipment offered; that such parts are all in production and not likely to be discontinued; and that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice.
- b. All equipment supplied to the State and operated by electrical current is UL listed where applicable.
- c. All new machines are to be guaranteed as fully operational for the period stated in the Request For Proposal from time of written acceptance by the State. The bidder will render prompt service without charge, regardless of geographic location.
- d. Sufficient quantities of parts necessary for proper service to equipment will be maintained at distribution points and service headquarters.
- e. Trained mechanics are regularly employed to make necessary repairs to equipment in the territory from which the service request might emanate within a 48-hour period or within the time accepted as industry practice.
- f. During the warranty period the contractor shall replace immediately any material which is rejected for failure to meet the requirements of the contract.
- g. All services rendered to the State shall be performed in strict and full accordance with the specifications stated in the contract. The contract shall not be considered complete until final approval by the State's Using Agency is rendered.

**3.14 DELIVERY GUARANTEES** - Deliveries shall be made at such time and in such quantities as ordered in strict accordance with conditions contained in the Request for Proposal.

The contractor shall be responsible for the delivery of material in first class condition to the State's Using Agency or the purchaser under this contract and in accordance with good commercial practice.

Items delivered must be strictly in accordance with the Request for Proposal.

In the event delivery of goods or services is not made within the number of days stipulated or under the schedule defined in the Request for Proposal, the Using Agency may be authorized to obtain the material or service from any available source, the difference in price, if any, to be paid by the contractor failing to meet his commitments.

**3.15 DIRECTOR'S RIGHT OF FINAL BID ACCEPTANCE** - The Director reserves the right to reject any or all bids, or to award in whole or in part if deemed to be in the best interest of the State to do so. The Director shall have authority to award orders or contracts to the vendor or vendors best meeting all specifications and conditions in accordance with N.J.S.A. 52:34-12. Tie bids will be awarded by the Director in accordance with N.J.A.C.17:12-2.1D.

**3.16 BID ACCEPTANCES AND REJECTIONS** - The provisions of N.J.A.C. 17:12-2.9, relating to the Director's right, to waive minor elements of non-compliance with bid specifications and N.J.A.C. 17: 12- 2.2 which defines causes for automatic bid rejection, apply to all proposals and bids.

**3.17 STATE'S RIGHT TO INSPECT BIDDER'S FACILITIES** - The State reserves the right to inspect the bidder's establishment before making an award, for the purposes of ascertaining whether the bidder has the necessary facilities for performing the contract.

The State may also consult with clients of the bidder during the evaluation of bids. Such consultation is intended to assist the State in making a contract award which is most advantageous to the State.

**3.18 STATE'S RIGHT TO REQUEST FURTHER INFORMATION** - The Director reserves the right to request all information which may assist him or her in making a contract award, including factors necessary to evaluate the, bidder s financial capabilities to perform the contract. Further, the Director reserves the right to request a bidder to explain, in detail, how the bid price was determined.

**3.19 MAINTENANCE OF RECORDS** - The contractor shall maintain records for products and/or services delivered against the contract for a period of three (3) years from the date of final payment. Such records shall be made available to the, State upon request for purposes of conducting an audit or for ascertaining information regarding dollar volume or number of transactions.

**4. TERMS RELATING TO PRICE QUOTATION**

**4.1 PRICE FLUCTUATION DURING CONTRACT** - Unless otherwise noted by the State, all prices quoted shall be firm through issuance of contract or purchase order and shall not be subject to increase during the period of the contract.

In the event of a manufacturer's or contractor's price decrease during the contract period, the State shall receive the full benefit of such price reduction on any undelivered purchase order and on any subsequent order placed during the

contract period. The Director of Purchase and Property must be notified, in writing, of any price reduction within five (5) days of the effective date.

Failure to report price reductions will result in cancellation of contract for cause, pursuant to provision 3.5b.1.

- 4.2 DELIVERY COSTS** - Unless otherwise noted in the Request for Proposal, all prices for items in bid proposals are to be submitted F.O.B. Destination. Proposals submitted other than F.O.B. Destination may not be considered. Regardless of the method of quoting shipments, the contractor shall assume all costs, liability and responsibility for the delivery of merchandise in good condition to the State's Using Agency or designated purchaser.

F.O.B. Destination does not cover "spotting" but does include delivery on the receiving platform of the ordering agency at any destination in the State of New Jersey unless otherwise specified. No additional charges will be allowed for any additional transportation costs resulting from partial shipments made at contractor's convenience when a single shipment is ordered. The weights and measures of the State's Using Agency receiving the shipment shall govern.

- 4.3 C.O.D. TERMS** - C.O.D. terms are not acceptable as part of a bid proposal and will be cause for rejection of a bid.

- 4.4 TAX CHARGES** - The State of New Jersey is exempt from State sales or use taxes and Federal excise taxes. Therefore, price quotations must not include such taxes. The State's Federal Excise Tax Exemption number is 22-75-0050K.

- 4.5 PAYMENT TO VENDORS** - Payment for goods and/or services purchased by the State will only be made against State Payment Vouchers. The State bill form in duplicate together with the original Bill of Lading, express receipt and other related papers must be sent to the consignee on the date of each delivery. Responsibility for payment rests with the Using Agency which will ascertain that the contractor has performed in a proper and satisfactory manner in accordance with the terms and conditions of the award. Payment will not be made until the Using Agency has approved payment.

For every contract the term of which spans more than one fiscal year, the State's obligation to make payment beyond the current fiscal year is contingent upon legislative appropriation and availability of funds.

The State of New Jersey now offers State contractors the opportunity to be paid through the MasterCard procurement card (p-card). A contractor's acceptance and a State Agency's use of the p-card, however, is optional. P-card transactions do not require the submission of either a contractor invoice or a State payment voucher. Purchasing transactions utilizing the p-card will usually result in payment to a contractor in three days. A Contractor should take note that there will be a transaction processing fee for each p-card transaction. To participate, a contractor must be capable of accepting MasterCard. For more information, call your bank or any merchant services company.

- 4.6 NEW JERSEY PROMPT PAYMENT ACT** - The New Jersey Prompt Payment Act N.J.S.A. 52:32-32 et seq. requires state agencies to pay for goods and services within sixty (60) days of the agency's receipt of a properly executed State Payment Voucher or within sixty (60) days of receipt and acceptance of goods and services, whichever is later. Properly executed performance security, when required, must be received by the state prior to processing any payments for goods and services accepted by state agencies. Interest will be paid on delinquent accounts at a rate established by the State Treasurer. Interest will not be paid until it exceeds \$5.00 per properly executed invoice.

Cash discounts and other payment terms included as part of the original agreement are not affected by the Prompt Payment Act.

- 4.7 RECIPROCITY** - In accordance with N.J.S.A. 52:32-1.4 and N.J.A.C. 17: 12- 2. 13, the State of New Jersey will invoke reciprocal action against an out-of-State bidder whose state or locality maintains a preference practice for their bidders.

- 5. CASH DISCOUNTS** - Bidders are encouraged to offer cash discounts based on expedited payment by the State. The State will make efforts to take advantage of discounts, but discounts will not be considered in determining the lowest bid.

- a. Discount periods shall be calculated starting from the next business day after the recipient has accepted the goods or services received a properly signed and executed State Payment Voucher form and, when required, a properly executed performance security, whichever is latest.
- b. The date on the check issued by the State in payment of that Voucher shall be deemed the date of the State's response to that Voucher.

- 6. STANDARDS PROHIBITING CONFLICTS OF INTEREST** - The following prohibitions on vendor activities shall apply to all contracts or purchase agreements made with the State of New Jersey, pursuant to Executive Order No. 189 (1988).

- a. No vendor shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any State officer or employee or special State officer or employee, as defined by N.J.S.A. 52:13D-13b and e., in the Department of the Treasury or any other agency with which such vendor transacts or offers or proposes to transact business, or to any member of the immediate family, as defined by N.J.S.A. 52:13D-13i., of any such officer or employee, or partnership, firm or corporation with which they are employed or associated, or in which such officer or employee has an interest within the meaning of N.J.S.A. 52: 13D-13g.
- b. The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any State officer or employee or special State officer or employee from any State vendor shall be reported in writing forthwith by the vendor to the Attorney General and the Executive Commission on Ethical Standards.
- c. No vendor may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such vendor to, any State officer or employee or special State officer or employee or special State officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to any State agency or any instrumentality thereof, or with any person, firm or entity with which he is employed or associated or in which he has an interest within the meaning of N.J.S.A. 52: 130-13g. Any relationships subject to this provision shall be reported in writing forthwith to the Executive Commission on Ethical Standards, which may grant a waiver of this restriction upon application of the State officer or employee or special State officer or employee upon a finding that the present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest.
- d. No vendor shall influence, or attempt to influence or cause to be influenced, any State officer or employee or special State officer or employee in his official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.
- e. No vendor shall cause or influence, or attempt to cause or influence, any State officer or employee or special State officer or employee to use, or attempt to use, his official position to secure unwarranted privileges or advantages for the vendor or any other person.
- f. The provisions cited above in paragraph 6a through 6e shall not be construed to prohibit a State officer or employee or Special State officer or employee from receiving gifts from or contracting with vendors under the same terms and conditions as are offered or made available to members of the general public subject to any guidelines the Executive Commission on Ethical Standards may promulgate under paragraph 6c.

## **7. NOTICE TO ALL BIDDERS SET-OFF FOR STATE TAX NOTICE**

Please be advised that, pursuant to P.L. 1995, c. 159, effective January 1, 1996, and notwithstanding any provision of the law to the contrary, whenever any taxpayer, partnership or S corporation under contract to provide goods or services or construction projects to the State of New Jersey or its agencies or instrumentalities, including the legislative and judicial branches of State government, is entitled to payment for those goods or services at the same time a taxpayer, partner or shareholder of that entity is indebted for any State tax, the Director of the Division of Taxation shall seek to set off that taxpayer's or shareholder's share of the payment due the taxpayer, partnership, or S corporation. The amount set off shall not allow for the deduction of any expenses or other deductions which might be attributable to the taxpayer, partner or shareholder subject to set-off under this act.

The Director of the Division of Taxation shall give notice to the set-off to the taxpayer and provide an opportunity for a hearing within 30 days of such notice under the procedures for protests established under R.S. 54:49-18. No requests for conference, protest, or subsequent appeal to the Tax Court from any protest under this section shall stay the collection of the indebtedness. Interest that may be payable by the State, pursuant to P.L. 1987, c.184 (c.52:32-32 et seq.), to the taxpayer shall be stayed.